

State of Colorado
State Purchasing & Contracts Office
On behalf of the Department of State (CDOS)
UOCAVA Overseas Ballot Delivery System
REQUEST FOR PROPOSAL (RFP) SUBMITTAL COVER SHEET



Publish Date: 4/29/2019

RFP Number:

CDOS RFP TL-19-003

Subject to the specifications, terms and conditions stipulated in the RFP and/or attached, the Department of State (CDOS) is requesting proposals from qualified vendors/firms/companies interested in providing a web-based ballot delivery system for Colorado military and overseas voters' secure and reliable online access to their full precinct-specific ballot, which they can use to vote.

Submit All Proposals to:

Tara Larwick
 State Purchasing & Contracts Office
 1525 Sherman Street, 3rd floor
 Denver, CO 80203

**Purchasing Agent:
 Telephone No & email
 address:**

Tara Larwick
 303-866-4005
 Tara.larwick@state.co.us

**Submission
 Deadline**

May 29, 2019
3:00 p.m. (Mountain Standard Time)
(Vendors are responsible for timely receipt.
Late proposals will not be accepted)

**# of Copies
 to be
 Submitted:**

Required: One (1) Original hard copy
 One(1) Sealed Financial Packet
 Ten (10) additional hard copies
 One (1) electronic copy on a USB Flash
 Drive

IMPORTANT: This completed and signed RFP Submittal Cover Sheet **MUST** accompany proposals. Proposals must be delivered "sealed" with RFP Number, and Opening Date and Time on outside of envelope. Be advised that telegraphic or electronic offers cannot be accepted.

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

FEIN AND DUNS NUMBER:

OFFEROR(S)/COMPANY NAME:

STREET ADDRESS:

CITY/STATE/ZIP:

PHONE:

FAX:

E-MAIL ADDRESS:

WEBSITE ADDRESS:

AUTHORIZED SIGNATURE: _____
 (one copy must include an original signature)

PRINTED NAME AND TITLE:

CONTACT NAME AND TITLE FOR CLARIFICATIONS:

PHONE:

CONTACT EMAIL ADDRESS:

MODIFICATIONS RECEIVED:

Offerors are urged to read the solicitation document thoroughly before submitting a proposal. Offerors are required to submit their Federal Employer Identification Number (F.E.I.N.) prior to award from the State of Colorado.

____ Confirm that you are aware that the award notice will be published on VSS.

My company is registered on Colorado VSS. ____ Yes ____ No Your VSS VCUST number if known # _____

RETURN THIS PAGE WITH YOUR RESPONSE

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SECTION 1 INTRODUCTION AND OVERVIEW

1.1 **Introduction and Overview**

This preamble is provided for informational purposes only. The intent of this section is to assist potentially interested vendors in understanding the layout of this Request for Proposal (RFP) solicitation, and act as a guide to this document. This section is not intended to address all of the requirements of the solicitation or be comprehensive in any manner, and should not be interpreted as such. In the event of a discrepancy or inconsistencies between the contents of this §1 and §2-§5, §2-5 will prevail.

1.2 **Layout of the RFP Document**

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

- **Section 1 – Introduction and Overview:** Describes RFP process and the layout of this document and acts as a guide for the rest of the RFP document.
- **Section 2 – Administrative Information:** Details the administrative and legal requirements, procurement timetable, policies and procedures in effect for this procurement process.
- **Section 3 – Objectives and Scope of Work:** Describes CDOS Objectives for this project and the scope of work.
- **Section 4 – Proposal Submittal Process and Criteria:** Details the submittal process and requirements. This section will direct the vendor on what to submit to the State for the evaluation committee’s review.
- **Section 5 –Evaluation Process:** Describes how the evaluation committee will evaluate each proposal.
- **Section 6:** Exhibit Summary.

1.3 **Solicitation Focus and Selection Process**

This RFP facilitates the Colorado Department of State’s (CDOS) desire to contract with a qualified vendor to provide a web-based ballot delivery system for Colorado military and overseas voters’ secure and reliable online access to their full precinct-specific ballot which they can use to vote.

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

In order for CDOS to select and Offeror whose proposal is most advantageous to the State, Offerors must provide thorough and complete answers and responses to all areas described in this RFP.

1.4 Single Contract

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

SECTION 2 ADMINISTRATIVE INFORMATION

2.1 Issuing Office

This Request for Proposal (RFP) is issued by the State of Colorado by the Department of Personnel & Administration, State Purchasing & Contracts Office (SPCO) on behalf of the Colorado Department of State (CDOS). All contact regarding this solicitation must be directed to:

Tara Larwick
State Purchasing & Contracts Office
1525 Sherman Street, 3rd floor
Denver, CO 80203
Phone: (303) 866-4005
Email: tara.larwick@state.co.us

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

2.2 Purpose

The purpose of this Request for Proposals (RFP) is to obtain competitive proposals for a web-based ballot delivery system for Colorado military and overseas voters' secure and reliable online access to their full precinct-specific ballot which they can use to vote. The Department of State has provided counties with a web-based ballot delivery system for UOCAVA electors since 2012. It now seeks a continuation of those services.

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

- A. Understand the scope of work as outlined in §3 of this RFP;
- B. Submit proposals related to corporate background and experience, methodologies and services, and pricing; and
- C. Allow for comprehensive evaluation and consideration by an impartial CDOS evaluation team.

2.3 Schedule of Activities

Activity	Date	Time (MST)
1. RFP published on VSS System	4/29/2019	N/A
2. Prospective Offerors submit written inquiries to SPCO <i>No inquiries accepted after this date</i>	5/9/2019	3:30 PM
3. Response to written inquiries published on VSS System (<i>ESTIMATED*</i>)	5/14/2019	N/A
4. Proposal Submission Deadline	5/29/2019	3:00 PM
5. Evaluation of Written Proposals (<i>ESTIMATED*</i>)	May 30, 2019 to June 4, 2019	
7. Oral Presentations/Interviews (<i>ESTIMATED – If applicable per committee eval</i>)	June 5 to June 6, 2014	
9. Proposal Selection and Publication onto VSS (<i>ESTIMATED</i>)	June 10, 2014	
10. <i>Desired</i> Date of Executed Contract	July 15, 2019	
11. <i>Desired</i> initial Performance Period	August 1, 2019	

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

2.4 Inquiries

Prospective Offerors may make **written inquiries** concerning the RFP to obtain clarification of requirements. The preferred method for submitting inquiries is via email as an attachment that can be opened by Microsoft Word 2007 or later. Emails must have the proposal number in the subject line and your name, company name, address and contract information included in the body of the email. Written inquiries delivered via hand delivery, USPS or other delivery method will also be accepted. Inquiries sent by fax will **not** be accepted. All inquiries should be clearly identified as relating to **CDOS RFP TL-19-003**.

Prospective Offeror questions submitted in writing via USPS or other delivery means should be sent to:

Tara Larwick
State Purchasing & Contracts Office
(See **§2.1 Issuing Office** for contact information)

All envelopes containing questions must be clearly marked "Inquiry for **CDOS RFP TL-19-003**" to facilitate handling and distribution.

No inquiries will be accepted after the date and time specified in the Schedule of Activities for prospective Offerors to submit written inquiries to the State Purchasing & Contracts Office.

An amendment will be posted on the Colorado Vendor Self-Service System (VSS), see **§2.7 Amendments to RFP** and **§2.8 Colorado Vendor Self-Service System Website**, below. The amendment will respond to all questions submitted regarding the RFP.

Offerors are not to rely on any other statements that alter any specification or other term or condition of the solicitation.

2.5 Performance Period

The anticipated performance period under this contract is **July 1, 2019** through **June 30, 2020** with the possible option of renewing annually for up to four (4) more years for a total of five (5) years.

2.6 Proposal Submission

All proposals must be received by the State Purchasing Office no later than the date and time shown in the Schedule of Activities, Proposal Submission Deadline. Each proposal package shall consist of:

- One (1) Original (identified as such) hard copy of Proposal
- Ten (10) additional hard copies of Proposal Document marked as Copies
- One electronic version of the Proposal, readable in Word 2007 or later on a USB flash drive

See **§4** of this solicitation, **Proposal Submittal Process and Criteria** for format and content specifications.

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

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

Proposals must be clearly identified as a proposal in response to **CDOS RFP TL-19-003** and must show such information on the **OUTSIDE** of the proposal packet(s). Proposals will not be accepted electronically or by facsimile transmittal. All materials submitted shall become the property of the State and will not be returned unless the RFP solicitation is cancelled prior to the submittal due date, in which case such proposals will be returned unopened, or opened only for identification purposes.

Offerors are advised of the State's desire that proposals prepared in response to this RFP be submitted on recycled paper, and that all copies be printed on both sides of paper. While the appearance of proposals is important, and

professionalism in proposal presentation should not be neglected, the use of non-recyclable or non-recycled glossy materials is discouraged. In addition, it is requested that proposals be in flat bound form rather than use three-ring binders in order to facilitate filing.

2.7 Amendments to RFP

In the event it should be necessary to revise any portion of this RFP, such as response to written inquiries received by the stated deadline, an amendment will be published on the Colorado VSS system at www.colorado.gov/vss (see §2.8 below). Offeror MUST acknowledge any/all amendments to this RFP in the cover letter to its proposal AND the RFP Submittal Cover Sheet with signature by a person authorized to bind the Offeror, and included as part of the response proposal. It is the Offeror's sole responsibility to monitor and access Colorado VSS for any amendments and to acknowledge and/or comply with all such published addenda as specifically instructed. Failure to acknowledge all amendments as instructed in each/all such addenda may cause rejection of the entire proposal as non-responsive.

2.8 Colorado Vendor Self-Service System Website

This solicitation is published using the Colorado Vendor Self-Service System on the internet. Solicitation documents and information (including any amendments or modifications) will be updated with revisions on this site. Go to the Colorado VSS System at:
www.colorado.gov/vss.

Vendors can self-register for this system free of charge or click on Public Access in order to view documents and modifications without registering. Vendors are highly encouraged but not required to register prior to, or at the time they submit their Proposal.

2.9 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 (FEIN) must be provided in the proposal document. Regardless of whether or not a Offeror is owned or controlled by a parent company, the responding Offeror's FEIN, as provided on the RFP Submittal Cover Sheet, shall be the number used to determine registration status.

2.10 Response Material Ownership

All material submitted regarding this RFP becomes the property of the State of Colorado. The State of Colorado has the right to retain the original proposal and other RFP response materials for its files. As such, the State of Colorado may retain or dispose of all copies as is lawfully deemed appropriate. The State of Colorado has the right to use any or all information/material presented in reply to the RFP, subject to limitations outlined in the clause, **2.12 Request for Confidential Information/Proprietary Classification**. Offeror expressly agrees that the State may use the materials for all lawful State purposes, including the right to reproduce copies of the material submitted for purposes of evaluation, and to make the information available to the public in accordance with the provisions of the Public Records Act. Proposals may be reviewed by any person after the "Notice of Intent to Make an Award" has been issued, and announcement made on the Colorado VSS System, subject to the terms of **§24-72-201 et. seq., CRS**, as amended, Public (Open) Records.

2.11 Proprietary Information

All material submitted in response to this RFP will become public record and will become subject to inspection following final Offeror selection. Any material requested for treatment as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal. Such requests must include justification for each request. It is not acceptable to label the entirety of the proposal as proprietary or confidential. See §2.12 for more information on requesting confidential/proprietary classification.

2.12 Request for Confidential/Proprietary Classification

The State neither requests nor encourages the submission of confidential/proprietary information in response to this RFP. Information submitted will be open for public inspection upon completion of the RFP process and award of contract. Should an Offeror want the State to treat certain information as confidential/proprietary, the Offeror shall submit a written request, as part of its RFP package, to the State Purchasing Manager provided that

the submission is in STRICT accordance with the procedures listed below. Adherence to these procedures remains the SOLE RESPONSIBILITY of the Offeror. The written request for confidentiality/proprietary classification will be reviewed and either approved or denied by the State Purchasing Manager. If denied, the Offeror will have the opportunity to withdraw its entire proposal, or to remove the proprietary restrictions.

NEITHER COST, PRICING, NOR A TOTAL PROPOSAL WILL BE CONSIDERED PROPRIETARY OR CONFIDENTIAL.

A. PROCEDURES FOR SUBMISSION OF CONFIDENTIAL/PROPRIETARY INFORMATION

- 1) Written request for confidentiality/proprietary classification shall be submitted, by the offeror, with the proposal documents.
- 2) The written request will be enclosed in an envelope marked "REQUEST FOR CONFIDENTIALITY/PROPRIETARY CLASSIFICATION," and attached to the cover of the ORIGINAL copy of the offeror's proposal that contains the RFP Submittal Cover Page with the offeror's ORIGINAL autographic signature.
- 3) The written request must state SPECIFICALLY AND BE IDENTIFIED BY PAGE NUMBER, what elements of the proposal are to remain confidential. The request must also IDENTIFY THE BASIS for the claim of confidentiality/proprietary classification, OTHER than a recitation of a SPECIFIC State or Federal statute.
- 4) Confidential/propriety information MUST be readily IDENTIFIED, MARKED and SEPARATED/PACKAGED from the rest of the proposal. Co-mingling of confidential/propriety information and other information is NOT acceptable.
- 5) The State Purchasing & Contracts Office will make a written determination as to the apparent validity of any request for confidentiality/proprietary classification. This written determination will be sent to the Offeror.
- 6) Proposals not following this procedure may be declared non-responsive by the State Purchasing Manager and given no further consideration.

2.13 Rejection of Proposals

Pursuant to **Procurement Rule 24-103-301**, the State of Colorado reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP in its entirety if it is in the best interest of the State to do so, without penalty. Failure to furnish all information, or to follow the proposal format set forth in this RFP, may act to disqualify the proposal. It is the sole responsibility of the Offeror to ensure ALL required signature forms and the requisite number of document copies are included in its submittal package.

In the event the State elects to NOT award any Offeror's Proposal, or the RFP solicitation is cancelled, all received proposals must be retained as confidential and will not be subject to public inspection.

Any cancellations occurring *before the submittal* due date will result in received proposals being returned unopened, or opened for identification purposes, to the appropriate Offeror accompanied by a notice of cancellation letter.

2.14 Incurring Costs

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

2.15 Vendor Past Performance

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. Each offeror's past performance will be reviewed as part of the State's overall evaluation of best value. This evaluation will take into account past performance information submitted as a part of each offeror's proposal, including but not limited to, information regarding predecessor companies, key personnel who have relevant experience, and subcontractors performing major or critical aspects of the service(s) if such information is relevant. The State will consider past or current

State contracts for efforts similar to the State requirements for this contract. The State will consider information provided regarding problems encountered on the identified contracts and any associated corrective actions. The State reserves the right to use all available information, whether provided by the Offeror or otherwise obtained, to determine qualifications, experience, and past performance.

2.16 Evaluation Criteria

An evaluation will be made by an appointed, impartial evaluation committee tasked with determining the qualifications of proposals received in accordance with the evaluation criteria defined herein. The recommendations of this group will be forwarded to the State Purchasing Manager for approval.

- Failure of the Offeror to provide in its proposal any information requested in this RFP may result in disqualification of the proposal and shall be the sole responsibility of the proposing firm.
- During the evaluation process, discussions may be conducted with responding Offeror(s) determined reasonably likely of being selected for award. It will be at the sole recommendation of the evaluation committee as to whether discussions for clarification are needed and thereby requested.
- The sole objective of the evaluation committee will be to recommend the Offeror whose proposal is determined most responsive and advantageous to the State of Colorado taking into consideration the price and all other evaluation factors set forth herein and as defined in **§24-103-203(7) CRS**.
- Specific evaluation criteria are outlined in **§5** of this RFP, entitled Evaluation Process.

2.17 Proposal Content/Acceptance of RFP Terms

A submission in response to the RFP shall constitute a binding offer, and the proposal submitted by the awarded Contractor who is awarded this project shall be the basis for the subsequent contract. A submission in response to the RFP also acknowledges acceptance by the Offeror of all unaltered terms and conditions, as set forth herein and found in Exhibit A, Model Contract. Any proposed exception taken to the State's Terms and Conditions must be clearly and thoroughly identified and supported and acceptable alternatives must be proposed. Failure to do so shall be deemed a waiver of any rights to subsequently raise exception and/or request modification, except as outlined or specified in this RFP. Submission of exceptions *does not guarantee* their acceptance, however, and such submittal will be taken into consideration during proposal review and scoring by the evaluation team.

Acknowledgement of these conditions shall be indicated by the autographic signature on the RFP Submittal Cover Page of the Contractor or by an officer of the proposing entity legally authorized to execute contractual obligations.

2.18 Conflict of Interest

By submission of a response proposal, the Offeror agrees that, at the time of contracting, the Offeror has no interest, direct or indirect, that would conflict in any manner or degree with the performance of the required services. The Offeror shall further covenant that, in the performance of the contract, they shall not employ any person having any such known interest. If, during the performance of the ensuing contract, it becomes known to the awarded Contractor that a conflict of interest has arisen, the awarded Contractor will immediately notify the State of this conflict of interest.

2.19 Proposal Prices

Estimated proposal prices are not permitted unless specifically requested. Offerors are urged to submit prices reflective of as accurate and reasonable predictions of costs as possible. Offerors are alerted that although the State reserves the right to request a Best and Final Offer (BAFO), it is not guaranteed and any revisions, including costs, will be closely evaluated by the evaluation committee, towards insuring the elimination of any perceived inequities and unacceptable conditions. Proposals shall be firm for a period of not less than one hundred eighty (180) calendar days.

2.20 Selection of Proposal

Upon review and approval of the evaluation committee's recommendation for award, the State will issue a "Notice of Intent to Award" on the Colorado VSS website. ***Such notice, by itself, does not grant any property interest or right of any nature in the RFP work/services or to contract for the performance of such work/services.*** Contract terms that are consistent with the RFP and that are acceptable to the State must first be discussed, followed by contract completion and signature by all parties and the State Controller. **Only upon final signature by the State Controller does the successful Offeror have any interest or rights in the RFP work/services.** Therefore, the apparent successful Contractor shall not rely on this notice to make commitments to third parties, and the apparent successful Offeror shall not take any actions(s) to prepare for or start the performance of the RFP work/services until a contract is fully executed. Further, every effort will be made to have a completed and fully signed agreement on or before the date indicated in the Schedule of Activities, **Desired Date of Executed Contract** unless extended by the State during the RFP process. If through no fault of the State the parties are unable to agree on contract terms, CDOS may elect to cancel the "Notice of Intent to Award" and award to the next most responsive and advantageous Offeror.

2.21 Intent to Award

After Offeror selection, an Award notice will be posted on the Colorado VSS System. All material submitted regarding this RFP becomes the property of the State of Colorado and proposals may be reviewed by any person after the "Notice of Intent to Award" has been issued, subject to the terms of **C.R.S. Title 24, Article 72, Part 2** as amended. Following the posting of the award notice, all interested parties may review the RFP files, including response proposals, by making an appointment with:

Tara Larwick
State Purchasing & Contracts Office
1525 Sherman Street, 3rd floor
Denver, CO 80203
Phone: (303) 866-4005
Email: tara.larwick@state.co.us

2.22 Award of Contract

Final award will be made to the Offeror whose proposal is determined by the evaluation committee to be the most responsive and advantageous to the State of Colorado, taking into consideration the price and all evaluation criteria set forth herein, subject to discussion and execution of an acceptable contract as described above. It is CDOS's intent to make a selection within 30 calendar days of proposal submission deadline; however, as the evaluation process is dependent upon the length and number of the proposals received, and evaluation committee members' schedules, the schedule of activities post proposal submission deadline (i.e., interviews, demonstrations) is strictly estimated, requiring all Price proposals remain firm and valid for award for at least 180 days following proposal submittal deadline. **Price proposals should contain specific language agreeing to the validity of the pricing for 180 days.**

2.23 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 State Purchasing Manager. The protest shall be submitted in writing within ten (10) business days of when such aggrieved person knows, or should have known, of the facts giving rise thereto. **Ref. §24-109, 101 et seq., CRS, as amended; §24-109, 201 et. Seq., CRS as amended; §R-24-109-101 through §R-24-109-206, Colorado Procurement Rules.** Protests received after the ten business day period shall not be considered. The written protest shall include, as a minimum, the following:

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

2.24 News Releases & General Announcements

Offerors shall not issue any news releases, communications, or announcements of any kind pertaining to this RFP and award prior to execution of a contract. At any time after execution, only communications approved by the State shall be made.

2.25 Certification of Independent Price Determination

- A.** By submission of its proposal, the Offeror certifies and, in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
 - 1) The prices in this 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 Contractor or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to award, either directly or indirectly, to any other Offeror or to any other competitor; and
 - 3) No attempt has been 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 Cover Page of this RFP – certifies that:
 - 1) He/she is the person within the Offeror's organization responsible for that organization's decision as to the prices being offered in the proposal and that he/she has not participated, and will not participate, in any action contrary to **§2.25 A (1) through (3)** above; OR
 - 2) He/she is not the person within the Offeror's organization responsible for the decision as to the prices being offered in the proposal but that he/she has been authorized in writing to act as agent for the persons responsible for such decision, by certifying that such persons have not participated, and will not participate, in any action contrary to **§2.25 A (1) through (3)** above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to **§2.25 A (1) through (3)** above.
- C.** A proposal will not be considered for award where **§2.25 A (1) and (3)** and **B** above have been deleted or modified. Where **§2.25 A (2)** 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 State Purchasing Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.

2.26 Taxes

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

2.27 Contract Products - Ownership Rights

All products produced in response to the contract or agreement resulting from this RFP will be the sole property of the State of Colorado except where noted in **§3.2(J)**. Any exceptions must be outlined in detail. Exceptions may serve as cause for rejection of proposal. Such products shall include original materials, including any reports, studies, data, designs, drawings, maps, meeting minutes, specifications, data spreadsheets, notes, documents, electronically or magnetically recorded material and related intellectual property developed or created by the successful Offeror pursuant to the services sought by this RFP, and subsequently provided and integrated by contract between CDOS and the successful Offeror, shall become the sole property of the State. The purchase of licenses for use of a Offeror's software shall not be interpreted to mean purchase of the actual application or software. Ownership of the specific application and software selected under this RFP shall remain with the selected Offeror. The successful Offeror will not be allowed use of any materials furnished by, or produced for, CDOS for any purpose other than towards the completion of the works described herein, without permission from CDOS.

2.28 Assignment and Delegation

Except for assignment of antitrust claims, neither party to any resulting contract stemming from this RFP may assign or delegate any portion of such contract without the prior written consent of the other party.

2.29 Choice of Law

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

2.30 Legislative Changes

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

2.31 Audit

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

2.32 Disadvantaged Business Opportunities

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

2.33 Contract Term

This RFP will result in a contract with the Colorado Department of State. The initial contract will be effective upon approval by the State Controller or designee. The Awarded Contractor is not authorized to conduct any work under the contract until signed / executed by the State Controller or designee. The contract performance contemplated herein shall commence upon the effective date of applicable contracts and shall be undertaken and performed in the sequence and manner set forth herein. The state reserves the right to reject any changes to the model contract. The state also reserves the right to award to the next most advantageous vendor in the case that the awarded Offeror wishes to make alterations to the model contract that are unacceptable by the Department of State.

2.34 Standard Contract

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

By submitting an RFP, the Offeror confirms its willingness to enter into a contracting document containing the terms and conditions or substantially similar terms and conditions to the Model Contract (**Exhibit A**) and the requirements of this solicitation without exception, deletion, qualification or contingency.

If the Offeror is not willing to accept all terms and conditions, the Offeror should provide a statement of explanation and a listing of all exceptions the Offeror requires with its response. Requests for changes, additions, or exceptions to the standard terms and conditions must be submitted as Additional Attachments. The request must include a listing of all changes, additions or exceptions desired; an explanation of why Offeror is requesting each change, addition or exception; and the specific effect it will have on the Offeror's ability to perform the requirements of this solicitation.

No changes to the legal provisions of the contract will be considered unless the Offeror proposes specific, alternative language to that included in the contract with its proposal submission. If your firm normally seeks counsel on contract terms, please do so before submitting a response to this RFP.

Should the contract not be completed and agreed to by both parties within 30 calendar days following the issuance of a draft contract to the successful Offeror for review, through no fault of the Department's, the Department, at its sole discretion, *may* elect to cancel the existing award announcement and make an award to the next most advantageous Offeror.

The Department of State will not accept any RFP's that are conditional on acceptance of modified state terms and conditions.

SECTION 3 OBJECTIVES AND SCOPE OF WORK

3.1 **Background:**

The Department of State has provided counties with a web-based ballot delivery system for UOCAVA electors since 2012. It now seeks a continuation of those services with a system that will provide Colorado military and overseas voters secure and reliable online access to their full, precinct-specific ballot which they can use to vote in elections during the contract term thereafter. The State desires a system that allows ballot download by address, an emergency ballot marking application, and a sample ballot lookup tool as further described below.

A. This system will:

- Protect the voter information of all registered citizens;
- Maintain the integrity of the electoral process;
- Enable county election officials to administer efficient, fair, and impartial elections;
- Provide an audit capability; and
- Establish stronger coordination inherent in a centralized system.

B. Security Requirements – Contractors must adhere to the Colorado Department of State security procedures. This can be obtained by filling out Exhibit B, Non-Disclosure Agreement and emailing this paperwork to:

Tara.larwick@state.co.us

3.2 **Scope of Work:**

A. Deliverable #1: Import ballot data files from SCORE

- 1) The Awarded Contractor will implement a solution to import ballot data files from SCORE. See **Exhibit C** for specific examples of Dominion Export procedures. Vendor must be able to integrate with the Dominion voting system.
- 2) The solution will support jurisdictional-specific customization needs for election data and other related information, such as ballot style naming and/or precinct splits.
- 3) Election Administrators will have the ability to load, configure, and manage the SCORE election data designed specific to each county.
- 4) The solution will export the data/file formats ready for upload, which will include:
 - a. Define the election title, date, and jurisdiction information
 - b. Define the political parties
 - c. Districts to be included in the election
 - d. Precinct/splits and associated ballot style names for the election
 - e. Contest names, measure text, and voting options
 - f. Contest choice options
 - g. Contest and Candidate ordering IDs
 - h. Precinct/split and/or districts to contest relationships
 - i. Political party affiliation or ballot preference, if applicable
- 5) The solution will enable inputs from SCORE ballot files to create import data definitions that can be uploaded to build and review ballots.

B. Deliverable #2: Ballot Delivery and Marking Application

- 1) The Awarded Contractor will implement and host a secure online ballot delivery system that will assist military and overseas electors in accessing election information and receiving their precinct-specific ballot by the 45th day before Election Day through the close of the election.
- 2) The electronic application must be capable of producing a voter-verified printed ballot **that** an eligible voter may mark and return to his/her county either by fax, mail, or other state approved delivery method. At a minimum, the system must include the following:
 - a. Secure ballot delivery 45 days prior to Election day
 - b. Voter-verified paper trail

- c. Ballot-marking accuracy
 - d. Spoiled ballot protections
 - e. Complete precinct/precinct split ballot style
 - f. Voter credential/authentication
 - g. ADA compliant ballot design
 - h. Capability for voter to review choices and make changes before printing ballot
 - i. Ballot print-out, including automatic printing of additional required documents, such as customized ballot coversheet to include State-provided voter affidavit and return instructions
 - j. Capability to support both US and European paper standards
 - k. ADA compliance for ballot delivery
 - l. Automated upload of voter data on hourly basis
 - m. Capability to print an unencrypted readable bar code on the ballot that is compatible with the Runbeck Simulo software system.
 - n. Capability for each unaffiliated elector to select a single political party's ballot from all eligible party ballots in a primary election.
 - o. System voter-authentication against the statewide voter registration list, using any combination of the following, as approved by the State;
 - (i) First name
 - (ii) Last name
 - (iii) Date of Birth
 - (iv) Last four digits of Social Security number
 - (v) Colorado driver's license number
- 3) The Awarded Contractor must be capable of creating each unique ballot style for all Colorado counties using the State-approved election definition export from the statewide voter registration system. (See **Exhibit C** for sample of election definition exports (.xls format))

C. Deliverable #3: Ballot download by address

- 1) The Awarded Contractor will provide all Colorado electors with the ability to access his or her precinct-specific ballot, or sample ballot, by looking up their address by the 45th day before Election Day through the close of the election.
- 2) At a minimum, the system must include the following:
 - a. Complete precinct/precinct split ballot style
 - b. ADA compliant ballot design to allow voter to use the voter's choice of assistive technology
 - c. Capability for voter to review choices and make changes before printing ballot print-out, including automatic printing of additional required documents, such as customized ballot coversheet to include State-provided voter registration form, voter affidavit, and return instructions
 - d. Capability for each unaffiliated elector to select a single political party's ballot from all eligible party ballots in a primary election.
 - e. Capability to support both US and European paper standards
 - f. ADA compliance for ballot delivery

D. Deliverable #4: Emergency ballot or other ballot marking application

- 1) The Awarded Contractor will provide an application for voters to access his or her precinct-specific ballot by address lookup for emergency replacement ballots by the 45th day before Election Day through the close of the election.
- 2) At a minimum, the system must include the following:
 - a. Voter-verified paper trail
 - b. Ballot-marking accuracy
 - c. Spoiled ballot protections
 - d. Complete precinct/precinct split ballot style
 - e. Capability for each unaffiliated elector to select a single political party's ballot from all eligible party ballots in a primary election.
 - f. ADA compliant ballot design
 - g. Capability for voter to review choices and make changes before printing ballot

- h. Ballot print-out, including automatic printing of additional required documents, such as customized ballot coversheet to include State-provided voter affidavit and return instructions
- i. Capability to support both US and European paper standards
- j. ADA compliance for ballot delivery

E. Deliverable #5: Website

- 1) At a minimum, the Contractor will include on the web page, the following:
 - a. Customized to match the look and feel of state determined visual standards.
 - b. Updatable home page language that the state may customize during the election period.
 - c. ADA Compliant
 - d. VRA Compliant, translations to be provided by the state
 - e. Voter context-specific help shall be imbedded into the system. For example, if a voter tries to log on with a 7-digit PIN and a 9-digit PIN is required, the voter will be informed of the need and directed to try again.
 - f. Updatable instructions that the state may customize by sending to the Contractor to stand up on website.
 - g. A place on the website to include instructional videos
 - h. A place on the website to include a sample ballot
 - i. System-provided instructions to voters on completing a ballot, notifications for under-or-over voting, and instructions on methods and processes for submitting ballots.
 - j. System-provided customized ballot cover sheet to include voter affirmation and return instructions.
 - k. Certified local races and issues ordered on the ballots.
 - l. Certified state and federal races and issues ordered on the ballots
 - m. Accurate ballot content to the unique ballot style/split
 - n. System-provided write-in votes where there are approved and qualified write-in candidates
 - o. Capability of write-in candidates to be selected by the voter where no other candidate has been selected
 - p. System-provided list of qualified write-in candidates for each race for voter review.

F. Deliverable #6: Hosting services

- 1) The Awarded Contractor will provide hosting services, operating and maintaining dedicated hardware for the software required for the operation of the ballot-delivery system during Colorado election cycles. Contractor shall provide, at a minimum:
 - a. Hosting services in a state-of-the-art facility,
 - b. Zero interruption
 - c. Hosting shall be in accordance with security standards that can be obtained by filling out **Exhibit B: Non-Disclosure Agreement** paperwork

G. Deliverable #7: Support Services

- 1) Contractor will provide support services for the State and county election officials. Support will be provided up to 24 hours per day, seven days a week, for the duration of the election cycle.

H. Deliverable #8: Administrative Tools and reports

- 1) The Awarded Contractor will provide system capability to accept data from state voter registration and county election management systems.
- 2) At a minimum, the system will include the following:
 - a. Integration with statewide voter registration data for system voter authentication
 - b. Automated upload of voter data on hourly basis beginning 45 days before Election Day
 - c. Integration with statewide street locator data for address lookup functionality
 - d. Integration with each county election management system certified for use by the State for ballot creation
- 3) The Awarded Contractor will provide reporting and error notification tools for voter data uploads and data regarding use of the system.
- 4) At a minimum, the system will include the following:

- a. Notification to the State of system go-live and system close at the close of polls on Election Day
- b. Automated notifications for data upload failures
- c. Data reporting for ballot access and download for each system tool outlined above
- d. Compilation and reporting to the State of technical assistance issues and resolution following each election
- e. Compilation and reporting to the State of usability feedback received from voters

I. Deliverable #9: External Customer service

- 1) The Contractor shall provide an assistance helpdesk through email or toll free phone for voters to call for help on the website. Contractor shall provide, at a minimum:
 - a. An international toll-free help desk line during regular business hours (Mountain Time). (General call volume during the election period is 1-5 phone calls per day.)
 - b. Ability for voters to provide usability feedback by survey
 - c. A helpdesk email address for voter assistance. Vendor will be first tier in response via helpdesk, if problem escalates beyond first tier vendor shall provide instructions for the end-user on how to contact the state.

J. Deliverable #10: Software licensing and maintenance

The State shall be granted a license to use the online ballot-delivery system solely for elections in Colorado. Contractor shall also provide continued access of election support services, as well as access to system upgrades and enhancements during the contract term. Any State Information or Purchasing Entity Information, pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Contractor in the performance of its obligations under any Order concerning this project, shall be the exclusive property of the State or Purchasing Entity (collectively, "State Materials" or "Purchasing Entity Materials"). All State Materials or Purchasing Entity Materials shall be delivered to the State or Purchasing Entity by Contractor upon completion of an Order or termination thereof. The State's or Purchasing Entity's exclusive rights in such State Materials or Purchasing Entity Materials shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Contractor shall not use, or willingly allow, cause or permit such State Materials or Purchasing Entity Materials to be used for any purpose other than the performance of Contractor's obligations hereunder without the prior written consent of the State or Purchasing Entity.

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

K. Deliverable #11: Development Plan

Onsite planning sessions between the Contractor and State. During the session the Contractor shall develop, with the state's input, a development plan that shall include, at a minimum:

- 1) Overall plan of operation, including all deliverable dates and state indicated deadlines.

L. Deliverable #12: Instructional Materials

- 1) Contractor shall create instructional materials for both internal back-end customers, as well as external customers, the voters.
- 2) The internal back-end customer instructional materials shall include, at a minimum:
 - a. Online training, in written format and video format.
- 3) The external customer voter instructional material shall include, at a minimum:
 - a. Instructional Video on how to use the system
 - b. Frequently asked questions

M. Deliverable #13: Automated Ballot Duplication

- 1) The Awarded Contractor will offer counties the ability to purchase a license for its ballot marking tool to automate the ballot duplication process.
- 2) At a minimum, the system would provide the following:
 - a. The ability for a county to download the appropriate precinct-specific ballot to mark and then print a duplicated ballot to a third-party on-demand ballot printer.
 - b. The option for printing directly to a third-party on-demand ballot printer using a bar code or QR code containing only ballot position and voter selection data.
 - c. The ability to integrate with all third-party on-demand ballot printers.

N. Email Notification to Voters

- 1) The Awarded Contractor will provide counties the ability to contract with the Awarded Contractor to send voter notifications by email.
- 2) At a minimum, the Awarded Contractor would offer the following:
 - a. Email notifications to voters using county-provided content data by agreed-upon deadlines.
 - b. Written confirmation to county that notifications were complete and timely
 - c. Notification to county of undeliverable email addresses.

SECTION 4

PROPOSAL SUBMITTAL PROCESS AND CRITERIA

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

Proposal General Requirements

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

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

Proposal Format, Content and Detailed Descriptions

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

- Proposals MUST follow the format outlined with hardcopies of each document provided as instructed in the Administrative Information section.
- Proposal should be paginated using “Page X of X” formatting
- Proposal sections should be tabbed, clearly identifiable, and contain the following specifics:

4.1 Introductory Letter

An Introductory letter shall be printed on the Offeror’s letterhead and addressed to:

Tara Larwick
State Purchasing & Contracts Office
1525 Sherman Street, 3rd floor
Denver, CO 80203
Phone: (303) 866-4005
tara.larwick@state.co.us

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

- A. Listing of all firms involved in this proposal.
- B. Certification that the information and data submitted is true and complete to the best knowledge of the authorized signatory.
- C. Name, telephone and e-mail address of a single contact person representing the Offeror [Prime Contractor] regarding the proposal.

- D. Title, printed name and signature of the person authorized to commit the Prime Contractor for this procurement.
- E. Summary of key and distinguishing features of the submitted proposal and the submitting Offeror.
- F. Specific agreement by the Offeror to the incorporation of its proposal response into contractual agreements if selected for final award.
- G. Specific Offeror acknowledgement that the submitted proposal meets all terms and conditions detailed in this RFP solicitation.
- H. Indication of whether the Offeror is registered on the Colorado VSS System or not. (Registration is not required at the time of proposal submittal but is preferred)
- I. Specific Offeror acknowledgement of any/all amendments to the RFP as instructed in §2.7 of this RFP.
- J. Information on the location where services are expected to take place.

4.2 The Signed Request for Proposal Cover Page

The Contractor shall complete the Request for Proposal Cover/Signature Page which provides necessary company and point of contact information. This must be included with the Contractor response and must be placed immediately following the Introductory Letter, and any other required forms placed immediately after this form.

4.3 Financial Response

In order to assist the State in making its determination of Offeror responsibility in accordance with **CRS 24-103-401**, the Offeror is required to submit:

- A. Audited financial statements for at least the two (2) most recently completed fiscal years including:
 - 1) Balance sheets
 - 2) Income statements
 - 3) Statements of cash flows

If audited financial statements are not available, Offeror instead may submit financial statements reviewed by a certified public accountant or prepared by a clearly identified third-party. If using either of these alternative options, vendor must provide a brief (not to exceed 250 words) explanation of why audited financial statements are not provided.

- B. Pro forma balance sheet and income statement for the current year, demonstrating financial solvency and stability
- C. Disclose if the company (or its predecessor(s) or successor(s)) has filed for bankruptcy within the past five (5) years

Offeror's Financial Response should be packaged separately in a sealed envelope and marked as "Financial Response" and included with the Original proposal package only.

4.4 Company History

The Contractor shall provide the number of years established and a short history of business offerings specific to providing operational hosting and support solutions.

4.5 Organizational Structure

Describe the organizational structure for the Contractor. This should include the total number of employees as well as the number and geographic location of offices.

4.6 Failure to Complete

Disclose whether the Contractor (or any general partner or joint venture of the Contractor) has failed to complete a similar project within the past five (5) years. If so, list the date of commencement of the project and the entity for which the project was to be performed, and explain why the project was not completed.

4.7 Conflict of Interest

The Contractor shall document any conflict(s) of interest due to any other clients, contracts, or property interest.

4.8 Disclosure of Outstanding Litigation

Explain in detail whether the Contractor's company is currently part of or has been part of any litigation related to implementing a software system within the past five (5) years.

4.9 Summary of Qualifications

CDOS desires the Contractor to have superior capability and experience in hosting and operating this type of environment. The Contractor shall provide client references for a minimum of three (3) relevant qualifications that demonstrate proven experience hosting and supporting operations for a mission-critical public or commercial sector business application. Please provide a direct reference for each qualification. Specifically, qualifications should validate each of the following key areas (Note: Contractors may elect to use individual qualifications to meet each of the following below):

- A. Demonstrated experience, of same size and scope, hosting and supporting a statewide online ballot delivery solution.
- B. Demonstrated expertise with Citrix based applications and environments. This is a key requirement to hosting and managing SCORE.
- C. Demonstrated ability to meet stringent government security requirements. (Obtained by filling out **Exhibit B: Non-Disclosure Agreement**).
- D. Demonstrated architectural assessment experience with evaluating operations support architecture of an environment of similar scale. Contractors should provide at least one qualification of an *architectural* assessment, preferably of an environment operated by another vendor, and the outcomes of the assessment.

Each of these qualifications should describe the business scenario and a brief description of the approach and an overview of operational support services provided. Contractors should provide a narrative on providing local on-site support for the environment. While off-site or remote monitoring is acceptable, CDOS requires that vendor can meet the system requirements outlined in **§3.1**.

4.10 References

The Contractor shall provide references for each qualification requested in **§4.10** and may also elect to provide up to three (3) additional references from current and/or past customers for the last three years, of comparable size and scope, who can attest to the Contractor's experience and qualifications as it relates to the scope of the work described in **§3**. Each reference must include the following information:

- A. Client Name
- B. Project Name
- C. Project Amount
- D. Contact Name
- E. Contact Title
- F. Contact Phone Number
- G. Contact Email Address

The State reserves the right to independently identify and contact other references in addition to those listed above.

4.11 Technical Response to Requirements

In order to effectively and efficiently validate requirements, the Contractor must provide a narrative, no longer than 15 pages in length, double sided, on how it meets the identified CDOS requirements (§3.2 Scope) in the following order:

- A. Provide documentation demonstrating how the system meets the minimum security requirements obtained by filling out **Exhibit B: Non-Disclosure Agreement**.
- B. Provide system architecture and screenshots showing substantial compliance within the requirements outlined in §3.1. Please include other screen shots as needed to show the system capabilities.
- C. Provide milestones and development timelines required by §3. 2. in the Scope.
- D. Provide documentation of the vendor's existing baseline system along with a project plan for customization.

4.12 Project Management and Governance

The Contractor shall provide a brief summary of its management and escalation processes, including:

- A. Providing effective communication with the CDOS Management Team.
- B. Managing changes to contract scope and service level agreements.
- C. Managing issues and risks.
- D. Ensuring quality control.

4.13 Proposed Staffing

The Contractor shall provide the following staffing:

- A. Project organization chart that should identify necessary involvement from CDOS staff.
- B. Itemization of all staff, consultants and subcontractors to be used by the Contractor on this project. Briefly outline the responsibilities for each of these resources. (Please note that background checks will be required for all personnel who will be used on this project. In addition, such personnel may be required *to* sign statements of non-disclosure of confidential information.)
- C. Identification of the local support resource(s).
- D. All staff, consultants', or subcontractors' biographies which should provide the following:
 - 1) Name
 - 2) Title
 - 3) Project Role
 - 4) Percentage of time dedicated to the project
 - 5) Brief Summary of work experience and/or qualifications
- E. Resumes should be provided as an appendix for all proposed staff.

4.14 Facility and Other Requirements

Provide a clear description of any facility, personnel, and other requirements needed for the accomplishment of the project that CDOS will be expected to provide.

CDOS reserves the right to provide only those facilities, personnel, and other requirements as CDOS deems necessary and appropriate.

4.15 Working Assumptions

The Contractor shall identify and list specific working assumptions used in the approach, cost and project schedule.

4.16 Cost

The Contractor shall provide detailed cost estimates including fees and expenses for the project. Please provide unit based costing for the following contractual components:

- A. Transition Planning and Execution
- B. Architectural Assessment
- C. Operations Support (Monthly Cost)

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

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

SECTION 5 EVALUATION PROCESS

Evaluation Process

An evaluation committee will be formed of individuals bringing varying expertise and business functional and technical knowledge to *independently* assess the merit of each proposal received in accordance with the evaluation factors defined solely in this RFP. The sole objective of the evaluation committee will be to analyze the RFP responses. Evaluation may include reference checks and other methods and sources CDOS elects to consult for clarification and evaluation purposes (i.e. proposal clarifications, interviews, demonstrations, etc.). Following the initial independent review and analysis, the committee will meet to discuss each proposal and prepare their written recommendation as to the proposal determined most responsive and advantageous to CDOS's needs and requirements.

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

Optional Oral Presentation

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

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

IF the evaluation committee determines oral presentations and system demonstrations will assist them in making a final proposal selection, the committee will conduct oral interviews for the purpose of:

- Allowing the Offeror an opportunity to present its proposal to the evaluation committee, in person;
- Allowing the State an opportunity to obtain further definition of proposal aspects and attempt to resolve any uncertainties;
- Resolving suspected mistakes by calling such perceived errors to Offeror's attention without disclosing information concerning other Offerors' proposals; and
- Allowing the State an opportunity to ask specific questions of the Offeror regarding its proposal offer.

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

Performance Outside the State of Colorado and/or the United States

[Not applicable if Contract Funds include any federal funds] Offerors are notified that as part of the award process, the Offeror will have to disclose where the services are intended to be performed: in Colorado, outside of Colorado, or outside the United States (as required by C.R.S. 24-102-206). Following the Effective Date, Contractor shall provide written notice to the State, within 20 days of the earlier to occur of Contractor's decision to perform, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services

at such location or locations. All notices received by the State pursuant to this section shall be posted on the Colorado Department of Personnel & Administration's website.

Proposal Evaluation

The factors listed below are designed to incorporate specific evaluation of the items described and requested in §4 and evaluated per criteria in §5.

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

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

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

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

Specific Evaluation Criteria

The evaluation committee, in making their recommendation for award determination, will utilize the factors listed below. CDOS designed these factors to incorporate specific evaluation of the items requested in §4 of this RFP, as well as the other aspects of the evaluation cited above.

5.1 Introductory Letter

The Introductory letter is required, but will not be scored.

5.2 The Signed Request for Proposal Form

The RFP form is required, but will not be scored

5.3 Evaluation Factors

All proposals submitted in response to this RFP will be evaluated by a committee of State personnel.

The Evaluation Committee will judge the merit of proposals received in accordance with the criteria described below (in no particular order):

- A. Technical Response
- B. Project Management
- C. Vendor's financial stability
- D. Documented experience
- E. Overall cost

Failure to provide any information requested in the RFP may result in the disqualification of the submittal. This responsibility is that of the Offeror.

SECTION 6

EXHIBIT SUMMARY

Exhibit A: Model Contract

The Office of the Attorney General and the Office of the State Controller have approved a model Services Contract for use by State departments. This document is illustrative of the clauses and provisions that will be included in any contract resulting from award of this RFP. The Offeror is expected to review the attached Model Contract and note exceptions. Offerors agreeing by the requirements of the RFP are also agreeing to abide by the terms of the Model Contract. Any changes to this agreement **may not** be accepted by the state. The state also reserves the right to award to the next most advantageous vendor in lieu of term negotiations.

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

Exhibit B:

Non-Disclosure Agreement

Exhibit C:

Election Definition Reports

Exhibit D:

Definitions