



Colorado Community College System

Request For Proposals (RFP) Cover Sheet

SEALED RESPONSES MUST BE MAILED OR DELIVERED TO:
COLORADO COMMUNITY COLLEGE SYSTEM
PURCHASING OFFICE
9101 EAST LOWRY BOULEVARD
DENVER, COLORADO 80230

SOLICITATION NUMBER:	DEADLINE / DUE DATE AND TIME:
CCCS RFP 08-021	September 18, 2007, 4:00 PM (MT)
DESCRIPTION:	
Co-Managed Central Help Desk Services	
PURCHASING CONTACT:	PHONE NUMBER:
Eva Reynolds	720-858-2772

BIDDERS MUST SUBMIT ONE (1) ORIGINAL PLUS FIVE (5) COPIES OF PROPOSAL

THIS COMPLETED PAGE MUST BE SIGNED AND RETURNED YOU'RE YOUR PROPOSAL.
F.E.I.N. _____

DELIVERY DATE _____

TERMS _____ (MUST BE AT LEAST NET 30 DAYS)

MODIFICATION NUMBER (IF APPLICABLE) _____

SIGNATURE _____

TYPED/PRINTED NAME _____

TITLE _____

COMPANY NAME _____

ADDRESS: _____

CITY/STATE/ZIP _____

PHONE: _____ TOLL FREE # _____ FAX: _____

IMPORTANT: THE FOLLOWING INFORMATION MUST BE ON THE OUTSIDE OF THE RFP SUBMITTAL ENVELOPE:

- **SOLICITATION NUMBER**
- **OPENING DATE AND TIME**
- **VENDOR NAME**
- **SEE SECTION 3 AND 5, PAGES 21 AND 26, FOR INSTRUCTIONS ON PROPOSAL RESPONSE**
- Please be advised that telegraphic or electronic responses (Fax, Western Union, Telex, etc.) cannot be accepted directly in the Purchasing Office as a sealed proposal. Bidders are urged to read the document thoroughly before submitting a response.

Response **must** be signed by a representative of the vendor who is legally authorized to bind the offeror to the proposal. All vendor(s) will be required to submit confirmation of an F.E.I.N. number prior to any issuance of Contracts, Purchase Orders, or payments resulting from this RFP.

***Request for Proposals
for
Co-Managed Central Help Desk Services
Colorado Community College System***

TABLE OF CONTENTS

SECTION 1: <i>INVITATION FOR PROPOSAL</i>	PAGE 3
SECTION 2: <i>ADMINISTRATIVE INFORMATION</i>	PAGE 4
SECTION 3: <i>PROPOSAL INSTRUCTIONS</i>	PAGE 15
SECTION 4: <i>SCOPE OF SERVICES REQUESTED</i>	PAGE 17
SECTION 5: <i>OFFROR RESPONSE FORMAT</i>	PAGE 26
ATTACHMENT A Special Provisions	PAGE 30

SECTION 1: Invitation for Proposal

Colorado Community College System (CCCS or the System) will accept proposals until 4:00 p.m. (MT) on September 18, 2007, for the purpose of providing the services for a Co-Managed Central Help Desk, for a one-year period with the option to extend for an additional four (4) one-year periods.

Proposals must be submitted in a sealed envelope/package marked "Co-Managed Central Help Desk Services, Proposal Number CCCS RFP 08-021, to be opened September 18, 2007, at 4:00 p.m."

It is Colorado Community College System's intent to evaluate appropriate contractor to provide help desk services per the requirements of this solicitation. Colorado Community College System will rely on contractor's ability, expertise, and knowledge of the requested services. Contractor shall be obligated to exercise the highest standard of care in performing its obligations. Contractor shall demonstrate to Colorado Community College System satisfaction that it is of sound financial condition and is adequately bonded and insured if requested.

Colorado Community College System hereby notifies all bidders in regard to any contract entered into pursuant to this advertisement, small and disadvantaged business enterprises will be afforded full opportunity to this advertisement and will not be discriminated against on the grounds of race, religion, color, sex, age or national origin in consideration for an award.

It is the State's goal to achieve maximum participation of minorities and women owned businesses in the procurement process. Accordingly, minority and women owned business enterprises are to be utilized whenever possible. By the submission of a proposal, the contractor shall agree to utilize the maximum amount of minority and women owned business firms that the contractor finds to be consistent with the efficient performance of any resulting contract.

SECTION 2 - ADMINISTRATIVE INFORMATION

2.1 Issuing Office

This RFP is issued by Colorado Community College System (CCCS) Purchasing Office, and CCCS Purchasing Office is the point of contact concerning this RFP.

2.2 Official Means of Communication

During the solicitation process for this RFP, all official communication between CCCS's Purchasing Office and Offerors will be via postings on the Colorado Bid Information and Distribution System (BIDS). CCCS will post notices that will include, but are not limited to, modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent awarded Offeror. **It is incumbent upon Offerors to monitor the BIDS carefully and regularly for any such postings.**

2.3 Statement of Purpose

The term "Request for Proposal" (RFP) means a solicitation of a formal sealed proposal, following submission of which, changes in proposals and/or prices are allowed; and the offer deemed by CCCS to be the most advantageous for them in terms of criteria, as designated in the RFP, is accepted. This RFP provides prospective Offerors with sufficient information to enable them to prepare and submit proposals for consideration by Colorado Community College System to achieve the goals of this RFP.

2.4 Scope

This RFP contains instructions governing the proposal to be submitted and identifies material to be included therein, mandatory requirements that must be met to be eligible for consideration, and other requirements to be met by each Offeror.

2.5 Schedule of Activities

Activity	Date
RFP Issued via BIDS System	August 15, 2007
Mandatory Pre-Proposal Conference	August 29, 2007, 1:00 PM (MT)
Prospective Vendors Written Inquiry Deadline (No Questions Accepted After This Date and Time)	September 4, 2007 5:00 PM (MT)
Responses to Questions- Tentative Date	September 10, 2007 5:00 PM(MT)
Proposal Submission Deadline	September 18, 2007 4:00 PM(MT)
Oral Presentations, if Scheduled	By invitation only(Tentative Date is October 1, 2007)
Intent to Award Contract	October 15, 2007
Contract Completion	November 1, 2007

MANDATORY PRE-PROPOSAL CONFERENCE: A mandatory pre-proposal conference will be held **Wednesday, August 29, 2007, 1:00 p.m. (MT)** at Colorado Community College System, Lowry Campus, Conference Center & CCCOnline, Building 967, 9026 E. Severn Pl., Denver, Colorado. **Only those contractors attending this meeting will be allowed to submit proposals.**

At the meeting, contractors will have an opportunity to ask any questions regarding this Request for Proposal (RFP).

Any questions posed following this pre-proposal meeting should be addressed in writing to the Procurement Director no later than September 4, 2007, 5:00 PM (MT). The resulting answers along with the questions will be forwarded to all contractors who attend the mandatory pre-proposal conference.

2.6 Inquiries

Vendors may make written, e-mail, or fax inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Send all inquiries via fax or email as stated below:

Colorado Community College System
Attn: Eva Reynolds
CCCS RFP 08-021
9101 E. Lowry Blvd.
Denver, CO 80230
Fax 303-620-4042
Email: eva.reynolds@CCCS.edu

The only official response to an Offeror's inquiries is those responses that are published as a modification on the BIDS system. Offerors should not rely on any other statements that alter any specification or other term or condition of this RFP.

2.7 Modification or Withdrawal of Proposals

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

2.8 Proposal Submission

Proposals must be received on or before the date and time indicated in the Schedule of Activities. Late proposals will not be accepted. It is the responsibility of the vendor to ensure that the CCCS receives the proposal on or before the proposal opening date and time. Vendors mailing their proposals shall allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. The proposal package shall be delivered or sent by mail to:

Colorado Community College System
ATTN: Purchasing Office
CCCS RFP 08-021
9101 E. Lowry Blvd.
Denver, CO 80230

The Request for Proposal cover page MUST be signed in ink by the vendor or an officer of the vendor legally authorized to bind the vendor to the proposal. The signed invitation for Bid form is to be included with the proposal copy that is marked ORIGINAL. Proposals which are determined to be at a variance with this requirement may not be accepted. Proposals must be submitted and sealed in a package. The outer envelope of the package must show the following information:

OFFEROR'S NAME
RFP-NO.
PROPOSAL DUE DATE AND TIME

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

2.9 Addendum or Supplement to Request for Proposals

In the event that it becomes necessary to revise any part of this RFP, an addendum notice will be sent via the BIDS system.

2.10 Oral Presentations/Site Visits

Offerors may be asked to make oral presentations. Such presentations will be at the Offeror's expense.

2.11 Acceptance of RFP Terms

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and Colorado Community College System's RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

2.12 Protested Solicitations and Awards

Any actual or prospective vendor or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Director. The protest shall be submitted in writing within seven working days after such aggrieved **person knows, or should have known, of the facts giving rise thereto** (emphasis added). Ref. Section 24-109, 101 et. seq., CRS, as amended; Section 24-109-101 through R-24-109-206, Colorado Procurement Rules.

With regard to the emphasized language above, it is important for Offerors to note that a challenge to the solicitation's requirements or specifications should be made within 7 working days of when the protestable item is known. In other words, if you believe that the solicitation contains a requirement you want to protest, the protest should be submitted within the 7 working day time period, even if that means it is filed during the time the solicitation is still open.

Announcement of the apparent winning Offeror will be made via a posting on the BIDS system. The requirement for timely submission of any protest (7 working days) will begin no later than the first working day following posting of the award notice on BIDS.

2.13 Confidential / Proprietary Information

Any restrictions of the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. Written requests for confidentiality shall be submitted by the Offeror with the proposal. The Offeror must state specifically what elements of the proposal are to be considered confidential/proprietary. All such information must be indicated with the following or similar statement:

"The information contained on pages _____ shall not be duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided, that if a contract is awarded to this firm, as a result of the submission of such information, Colorado Community College System shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the right of Colorado Community College System to use the information contained herein if obtained from another source."

Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential and proprietary. Any information that will be included in any resulting contract cannot be considered confidential. CCCS will make a written determination as to the apparent validity of any written request for confidentiality. In the event CCCS does not concur with the Offeror's request for confidentiality, the written determination will be sent to the Offeror. Ref. Section 24-72-201 et. seq., C.R.S., as amended, Public (open) Records.

2.14 RFP Response Material Ownership

All material submitted regarding this RFP becomes the property of Colorado Community College System. Proposals may be reviewed by any person after the "Notice of Intent to Make an Award" letter has been issued, subject to the terms of Section 24-72-201 et. seq., C.R.S., as amended, Public (open) Records.

2.15 Proposal Prices

Estimated proposal prices are not acceptable. Proposal prices will be considered to be your best and final offer, unless otherwise stated in the RFP. The proposal price will be considered in determining the apparent successful Offeror.

2.16 Evaluation and Discussion Process

An evaluation team will judge the merit of proposals received in accordance with the general criteria defined in Section 3.5. The recommendations of this committee will be forwarded to the Purchasing Agent for approval and execution. Failure of the Bidder to provide any information requested in this RFP may result in disqualification of the proposal. The sole objective of the evaluation committee will be to recommend the Bidder whose proposal is the most responsive to Colorado Community College System's needs.

CCCS reserves the right to award on receipt of initial proposals. If award is not made upon receipt of initial proposals, CCCS will provide Offerors remaining in the competitive range with written requests for clarifications/notice of deficiencies in their proposals. Offerors may be provided a date at which oral presentations will be heard. Respondents should not assume that they will be asked to give a presentation. The presentation should not exceed one hour including setup time, questions and answers, if requested. Respondents will have no more than four representatives present during the presentation. The presentation shall consist of an Offeror briefing concerning the addressing of clarifications and deficiency items identified by CCCS. Guidelines regarding the oral presentations will be distributed to those Offerors remaining in the competitive range.

Offerors may be given an opportunity, after the conclusion of the oral presentations, to submit a best and final offer (BAFO). Offerors will be informed in writing of the date by which best and final offers are due. Offerors shall make any revisions CCCS deems necessary to clarify or correct weaknesses in their proposal. CCCS does not require complete, substantial proposal rewrites. Offerors are cautioned not to make changes in price/cost revisions that are not clearly explained and /or justified in any proposal revision. Offerors assume the risk that proposed revisions be adequately explained so CCCS understands the nature of the revisions and the risk to CCCS from unreasonable forecasts of contractor costs.

2.17 Notice of Intent to Award

Upon notice of intent to award, if requested, the Offeror may be ask to supply audited financial statements within the requested time frame. This response must include a credit rating by a rating service. Contractor shall also identify the manager that will be responsible for overseeing the complete implementation and management along with complete contact information.

2.18 Award of Contract

Award will be made to the responsible Offeror whose proposal, conforming to this RFP, will be the most advantageous to the CCCS, price and other factors considered. A contract must be completed and signed by all parties concerned. In the event the parties are unable to enter into a contract, CCCS may elect to cancel the "Notice of Intent to Make an Award" letter and make the award to the next most responsible Offeror.

2.19 Acceptance of Proposal Content

The contents of the proposal of the successful offeror will become contractual obligations if acquisition action ensues. Failure of the successful offeror to accept these obligations in a CCCS contract, purchase order, or similar authorized acquisition document may result in cancellation of the award and such offeror may be removed from future solicitations.

2.20 Standard Contract

CCCS reserves the right to incorporate standard State contract provisions into any contract resulting from this RFP including provisions referenced and the State Special Provisions (Attachment A). Certain portions of the Contract may be edited or adjusted to reflect the actual award given a particular vendor.

2.20.1 Order of Precedence. In the event of any conflict or inconsistency between terms of this request for proposal and the Offeror's proposal, such conflict or inconsistency shall be resolved first, by giving effect to the terms and conditions of the contract, second to the request for proposal, and last to the Offeror's proposal.

2.20.2 Offeror Proposed Terms and Conditions. Except as specified in the Offeror's proposal, the submission of the Offeror's proposal will indicate its acceptance of these terms and conditions. Offeror must disclose in their proposal terms and conditions or required clarifications of terms and conditions consistent with these instructions. CCCS reserves the right to clarify terms and conditions not having an appreciable affect on quality, price/cost, risk or delivery schedule during post-award formalization of the contract. Include payment terms and conditions.

2.21 RFP Cancellation

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

2.22 State Ownership of Contract Products/Services

Proposals, upon established opening time, become the property of CCCS. All products/services produced in response to the contract resulting from this RFP will be the sole property of CCCS, unless otherwise noted in the RFP. The contents of the successful Offeror's proposal will become contractual obligations.

2.23 Incurring Costs

CCCS is not liable for any cost incurred by Offerors prior to issuance of a legally executed contract, purchase order, or other authorized acquisition document. No property interest, of any nature, shall occur until a contract is awarded and signed by all concerned parties.

2.24 Non-Discrimination

The offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

2.25 Rejection of Proposal

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

2.26 Parent Company

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

2.27 News Releases

News releases pertaining to this RFP shall NOT be made prior to execution of the contract without prior written approval by CCCS.

2.28 Contract Cancellation

CCCS reserves the right to cancel, for cause, any contract resulting from this RFP by providing timely written notice to the contractor.

2.29 Certification of Independent Price

2.29.1 Certification

By submission of this proposal each Offeror certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

- (a) 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 Offeror or with any competitor;
- (b) 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 opening, directly or indirectly to any other Offeror or to any competitor; and
- (c) No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2.29.2 Individual Certification

Each person signing the Invitation for Bid form of this proposal certifies that:

- (a) He is the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he

- has not participated, and will not participate, in any action contrary to 2.29.1(a) through 2.29.1(c) above; or
- (b) He is not the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to 2.29.1(a) through 2.29.1(c) above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to 2.29.1(a) through 2.29.1(c) above.

2.29.3 Proposal Not Considered For Award Conditions

A proposal will not be considered for award where 2.29.1(a), 2.29.1(c), or 2.29.2 above has been deleted or modified. Where 2.29.1(b) above has been deleted or modified, the proposal will not be considered for award unless the Offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

2.30 Conflicts of Interest

The holding of public office or employment is a public trust. A public officer or employee whose conduct departs from his fiduciary duty is liable to the people of the State of Colorado. Rules of conduct for public officers and State employees:

1. Proof beyond a reasonable doubt of commission of any act enumerated in this section is proof that the actor has breached his fiduciary duty.
2. A public officer or a State employee shall not:
 - a. Engage in a substantial financial transaction for his private business purposes with a person whom he inspects, regulates, or supervises in the course of his official duties; or
 - b. Assist any person for a fee or other compensation in obtaining any contract, claim licenses, or other economic benefit for his agency; or
 - c. Assist any person for a contingent fee in obtaining any contract, claim, license, or other economic benefit from any State agency; or
 - d. Perform an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he either has a substantial financial
3. A head of a principle department or a member of a quasi-judicial or rule-making agency may perform an official act notwithstanding paragraph (d) of subsection (2) of this section if his participation is necessary to the administration of a statute and if he complies with the voluntary disclosure procedures under section 24-18-110, C.R.S.
4. Paragraph (c) of subsection (2) of this section does not apply to a member of a board, commission, council, or committee if he complies with the voluntary disclosure procedures under section 24-18-110, C.R.S. and if he is not a full-time State employee. Ref. section 24-18-108, C.R.S. as amended.

2.31 Taxes

CCCS, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code (Registration No. 84-0644739) and from all state and local government use taxes (Ref. Colorado Revised Statutes Chapter 39-26.114(a). Our Colorado State and Local Sales Tax Exemption Number is 98-02565.

2.32 Assignment and Delegation

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

2.33 Availability of Funds

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the State of Colorado.

2.34 Insurance

If the RFP so states, the contractor shall procure, at its own expense, and maintain for the duration of the contract, the following insurance coverage; the State shall be issued certificates as an additional insured.

- Standard Workers' Compensation and Employer Liability as required by state statute, including occupational disease, covering all employees on or off the work site, acting within the course and scope of their employment.
- General and/or Personal Injury and/or Professional and/or Automobile Liability - (including bodily injury, personal injury and property damage) with the following minimum coverage, depending on the policy format:
 1. **Occurrence** basis policy - combined single limit of \$1,000,000.
 2. **Annual Aggregate** limit policy - not less than \$1 million plus agreement that vendor will purchase additional insurance to replenish the limit to \$1,000,000 if claims reduce the annual aggregate below \$1,000,000.
 3. **Claims-Made** policy - Combined single limit of \$1,000,000, plus an endorsement that extends coverage two years beyond the policy expiration date.
- Other Insurance - Vendor shall provide such other insurance as may be required by law, or in a specific solicitation.

2.34.1 Additional Insured

The State of Colorado shall be named as an **additional insured** on all liability policies.

2.34.2 Cancellation Prevention

The insurance shall include a provision preventing **cancellation** without 60-calendar days prior written notice to the State by certified mail.

2.34.3 Insurance Documentation

Vendor shall provide the following documentation to CCCS within 7 working days of a request therefore, unless otherwise provided:

1. **Certificate/s** of adequate insurance coverage, each with a reference to the State being named as an additional insured, or
2. **Certificates** of adequate insurance coverage and an **endorsement/s** of additional insured coverage.

2.35 Indemnification

To the extent authorized by law, the contractor shall indemnify, save and hold harmless the State, its employees and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor or its employees, agents, or subcontractors, or assignees pursuant to the terms of the contract resulting from this RFP.

2.36 Use of RFP and State Seal

The successful vendor will not use any information received as a result of this contract for promoting any programs designed to provide service to State employees or College students without specific, written authorization of the Purchasing Agent. Further, the successful vendor will not conduct a program designed for the System or take advantage of the fact that they are the successful vendor for these services without the specific written authorization of the Purchasing Agent. No vendor shall use the State of Colorado Seal on any materials or for any materials or for any reason without the specific, written authorization of the Secretary of State's Office.

2.37 Independent Contractor Clause

All personal service contracts must contain the following clause:

"THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING, SHALL PROVIDE AND KEEP IN FORCE WORKER'S COMPENSATION (AND SHOW PROOF OF SUCH INSURANCE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS."

2.38 Venue

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

2.39 Contractual Obligation

Nothing contained herein creates any contractual relationship between Colorado Community College System and the contractor, subcontractor, or supplier. However, bidding statements contained in the response of the successful contractor will become part of the contract for the product and services.

If after award of the contract, the contractor becomes aware of possible problems which could result in delay of schedule, the contractor must immediately notify CCCS by phone (confirmation to be in writing, giving the cause, probable effect, and recommendations for alternative actions).

Nothing in the above item will be interpreted as relieving the contractor of the contractual responsibilities; however, failure to promptly notify will be basis for determining contractor negligence in an otherwise excusable delay.

2.40 Limited Competition

Because of the limited competition expected from registered BIDS vendors on this solicitation, the procuring agency intends to use both BIDS and additional methods of vendor notification and may make the specifications available to non-registered vendors through additional means. However, responses submitted by non-registered vendors will not be opened or considered (except as necessary to determine BIDS registration status) unless, after examination of responses submitted by BIDS registered vendors, it is determined that there is not adequate competition among BIDS registered vendors. If adequate competition exists among registered vendors, responses from non-registered vendors will not be considered. A vendor is considered registered if its registration and payment is received in the State Purchasing Office prior to the bid opening time or the due date for receipt of proposals. If a non-registered vendor is determined to be entitled to award, that vendor must register on BIDS before the commitment voucher can be issued. By submitting a response to the solicitation, the vendor agrees to register for BIDS and pay the applicable fee as a condition of award. If the vendor does not do so in a timely manner, the agency may cancel the award and select another vendor.

SECTION 3: PROPOSAL INSTRUCTIONS

3.1 Page Limits and Organization

Respondents must submit a complete and concise response to the RFP. Unnecessarily elaborate proposals are not desired. CCCS may elect to not evaluate proposal descriptions longer than 50 pages (25 double sided) in length. Font size must be no smaller than 10 cpi. Some reasonable allowance may be made for proposals including graphical presentations or using double space presentations. Past experience summaries may not exceed ten pages in length. CCCS requests that the proposals be organized in the order outlined in this RFP. Proposal must include a statement as to the period of time the proposal remains valid, a minimum of 90 days.

3.2 Proposal

Responses to describe the services that will be provided to accomplish each of the required services noted in Scope of Work.

3.3 Responses to Required Information

Offerors are required to respond to each of the required services by number as indicated in the Scope of Services Requested.

Unclear, ambiguous statements such as “all reasonable effort to provide” must be avoided. Failure to address any of the requirements will be subject to response to rejection and/or misinterpretation. Inability to meet any specified requirements must be so stated and thoroughly explained.

3.3 Project Completion Schedule

Project completion schedules shall be mutually agreed upon as project planning is discussed.

3.4 Descriptive Pages and Brochures

All standard descriptive information pages and brochures should be submitted in a section titled “APPENDIX.”

3.5 Evaluation of Proposals

The following are general factors to be used to evaluate each proposal and determine which proposal will be awarded the contract. They are not necessarily listed in order of importance.

While costs will be considered in the selection, a strong emphasis will be placed upon the review team’s judgment of which proposal is most likely to be successful in achieving the expected outcomes. Judgment will be primarily based on the following criteria, but not limited to:

1. Completeness of the proposal, including adherence to the directives of this bid;

2. Likelihood that proposed methodology will accomplish expected outcomes;
3. Demonstrated experience, particularly in the firm's familiarity with a project of this scope as generally outlined in the RFP;
4. Ability of the firm to perform successfully under the terms and conditions of this bid and the ensuing contract;
5. The integrity, past performance, and technical resources of the firm; and Staff availability and their experience.

Section 4.0: Scope of Services Requested

The Colorado Community College System (CCCS) is requesting qualified prospective firms with proven experience to submit proposals that best understand, describe, and conceptualize the installation of a Central Help Desk Service Center for its entire organization. Contract will be for one year, with four annual options for renewal, with contract intended to begin November 1, 2007 through October 31, 2008 with provisions for yearly review and changes.

4.1 Background

The Colorado Community College System (www.CCCS.edu) is comprised of 13 separate community colleges and Colorado Community Colleges Online (CCCOOnline). The colleges are located throughout Colorado and include both urban and rural institutions. The colleges are:

Arapahoe Community College
Colorado Northwestern Community College
Community College of Aurora
Community College of Denver
Front Range Community College
Lamar Community College
Morgan Community College
Northeastern Junior College
Otero Junior College
Pikes Peak Community College
Pueblo Community College
Red Rocks Community College
Trinidad State Junior College

The CCCS serves approximately 60,000 students each semester, which, on estimate, represents 35 percent of the student population attending a publicly funded higher education institution in the State of Colorado. 68 percent of students attend part-time thus the number of students served is much higher than the number of full-time equivalent students. CCCS annual full-time-equivalent student enrollment is 44,619, positioning CCCS as the largest higher education system in the State of Colorado. CCCS colleges award over 11,000 Associate degrees and certificates annually – one third of all undergraduate credentials in the state. Each semester there are approximately 20,000 active users taking or teaching courses online using Blackboard Vista.

CCCS serves 48 percent of all minority students attending a Higher Education Institution in Colorado.

- 27% of our students are minorities.
- 60% of our students are female.
- 52% of our students are under 25 years old.
- 51% of our students work full or part-time.

Institution Organizational Structure

Information Technology is decentralized across CCCS. The Vice President for Information Technology, Chief Information Officer, and the central system office IT staff are responsible for central academic computing, wide area networking infrastructure, systems operations, development, security, disaster recovery, central help desk, IT project management, business analysis related to IT, support of college technologies, business analysis, VOIP technologies, and video conferencing solutions.

System oversight for the colleges includes the collaborative development, implementation, deployment and support of the ERP, standards development, policy administration, development of procedure and common interests.

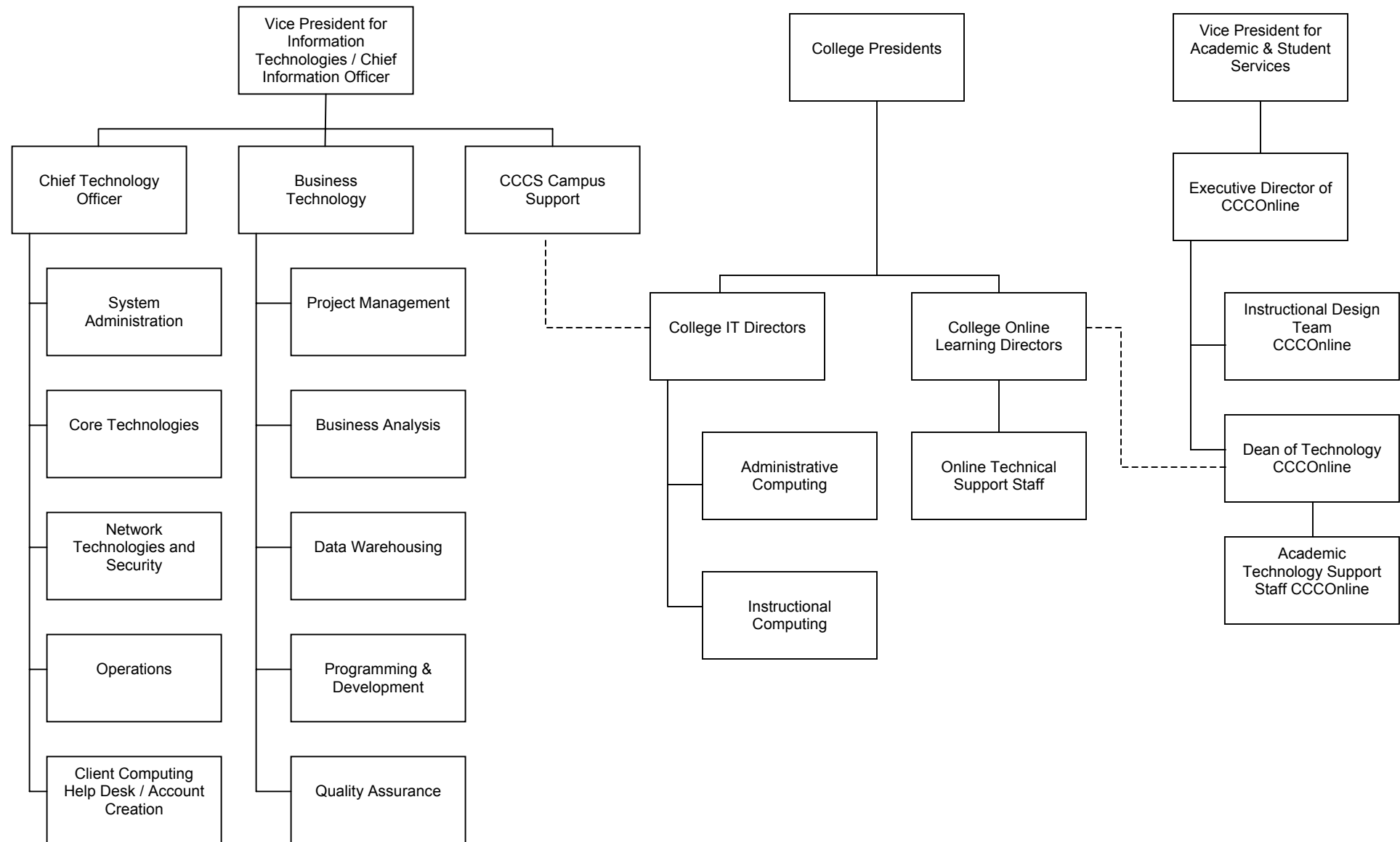
The individual colleges each have their own IT Departments. These departments are responsible for (maintenance and operations of the) college servers, desktops, local networks, office applications, instructional computing, and associated applications.

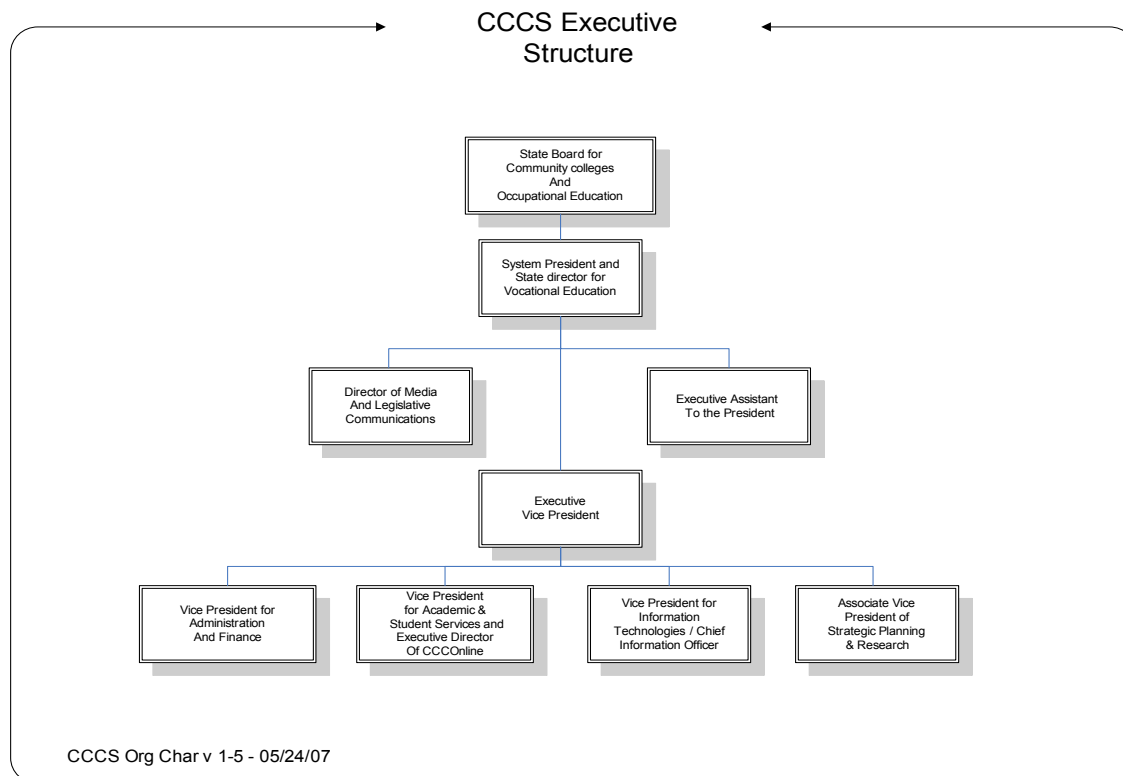
Online learning is also decentralized across the CCCS. Each of the 13 colleges within the CCCS develops and manages distance learning courses and programs for their students. Students have a choice to take online courses directly from their college or to enroll through the CCCS consortium (CCOnline) – or both. Online learning managers from each college participate in the Learning Technology Council, a group charged with ongoing operational management of the common LMS (Blackboard Vista) and strategic collaboration on new distance learning initiatives.

While each college operates college-based online learning, CCCS has a consortia organization, CCCOnline, which support colleges and students system-wide. CCCOnline provides a centralized operation for servers, networks, course management system license and hosting

Each college environment is governed by the unique needs of the college with oversight from the system. The following charts depict the organization of IT within the organization.

CCCS IT/Online Learning Functional Structure





4.2 Minimum Requirements

1. The Vendor is required to have a minimum five years experience serving institutions of higher education, as well as experience supporting Banner and Blackboard Vista.
2. Vendor is required to have certified experts in Banner and Banner Self-Service on staff and be able to demonstrate significant capability to support campus community effectively.
3. Vendor is required to have certified experts in Blackboard Vista on staff and be able to demonstrate significant capability to support campus community effectively.
4. Vendor is required to have certified experts in Microsoft Office, Microsoft XP, Microsoft Vista, Outlook/Exchange, internet browsers and web-based email

4.3 Statement of Work

There are three proposed categories for Co-Managed Central Help Desk services.

1. Category One:
 - a. Online learning student and faculty help. This category includes all students and faculty taking online or hybrid courses and/or using some portion of Blackboard Vista and includes logins, browsers, email, attachments and Java.
2. Category Two:
 - a. All students, faculty and staff using Banner Self Service and includes logins, browsers, email, attachments and Java.
 - b. All desktop support requests for staff at the Colorado Community College System office.
 - c. Will include student email when live tentatively December 2007.
 - d. Will include the Student Portal when it goes live tentatively Fall 2008.

3. Category Three:

- a. All desktop support requests for staff, faculty and students at all system Community Colleges.

The Central Help Desk will provide a co-managed centralized system-wide help desk to answer calls, record the service request, track and monitor requests for information technology services, resolve common desktop support issues, and coordinate the triaging of unsolved help desk issues to the on-site IT team. All technical support calls into the help desk will be answered by a live technician. Service requests may also be submitted via email, web interface and web chat. Support requests will be logged by the provider's help desk tracking software. The help desk accepts submissions for new service requests, software support, problem solving, status inquiries regarding prior service requests, software support, and all other Information Technology service inquiries. The Central Help Desk will be responsible for solving Level Zero and Level One tickets. Level Two calls will be escalated to CCCS Information Technologies, campus IT staff, campus online learning staff or CCCOnline staff as determined by the escalation process established during implementation.

The Central Help Desk will answer the phone calls with a "private label" help desk script, matching the name and branding preference of the Colorado Community College System. The help desk will record, triage, and update the status of all service requests submitted to the help desk. As appropriate, triaged calls will be routed to Level Two support.

Provider will take calls from CCCS faculty, staff, and students. Basis for calls is 5,200 non-lab and 13,000 computer lab PCs, 200 Macs and a peak term headcount of 60,000 students, 5000 faculty/staff, 1700 concurrent Banner users (faculty/staff) and 20,000 active users on Blackboard Vista.

Help desk personnel must be fluent in English and be easy to understand with excellent communication skills. Help Desk personnel who are bilingual with Spanish is highly desired or the Help Desk should provide a caller selected option for a Spanish-speaking Help Desk individual.

4.4 Proposal Requirements

1. Implementing a customer-focused service philosophy;
2. Provide a single point of contact for all College and System-related technology issues;
3. Provide a comprehensive web-based Central Help Desk tracking and reporting tool that can be used by Level Two support as well as appropriate and authorized individuals within CCCOnline, CCCS IT or campus IT staff, or campus online learning staff.
4. Working with CCCOnline, CCCS IT, campus IT and/or campus online learning, implement standards for Help Desk operations;
5. Provide various modes by which CCCS students, faculty and staff may request assistance including
 - a. Toll free telephone service (800 or similar number)
 - b. Local extension (if supported by the phone system)
 - c. Web form submission
 - d. Email
 - e. Web based chat

- f. Provide equal levels of support regardless of contact mode
- g. Web-based self-help, documentation, FAQs
- 6. Provide training of CCCOnline, CCCS IT, campus IT and/or campus online learning staff in use of Help Desk tracking/reporting system;
- 7. Assist in establishing communication and workflow between Central Help Desk and CCCOnline, CCCS IT, campus IT or campus online learning staff;
- 8. Record, troubleshoot, and resolve questions and issues for CCCS's faculty and staff for all institution-supported/approved technology including passwords, login, network or internet connectivity, browser, virus protection, spyware, basic email, VPN, Citrix, online course management software (Blackboard Vista), administrative systems (BANNER) and BANNER Self Service, Data Warehouse, Portal (Fall 2008) and desktop software questions. This may include reassigning and routing help desk cases to Level Two staff for resolution;
- 9. Record, troubleshoot, and resolve questions and issues for CCCS's students for all institution-supported/approved application technology issues including basic email, login, Portal (Fall 2008), BANNER Self Service, network or internet connectivity, browser, virus protection, spyware and online course management software (Blackboard Vista) questions. This may include reassigning and routing help desk cases to Level Two staff for resolution;
- 10. Provide and continue to develop and enhance on a regular basis on-line web-based knowledge management content that will provide self-help capability for users.
- 11. Provide skilled help desk staff during a 24 hour day, 7 days a week, 52 weeks a year including site holidays;**
- 12. Provide sufficient staff to be able to handle peak demand periods
- 13. Meet help desk Service Level Guidelines as defined below:

Category	Performance Criteria
Average Speed to Answer	Answered within 60 seconds
Abandon Rate	or Not to exceed 10% of calls offered
Customer Satisfaction	Average of "Good" or above rating
Online Help Desk Tracking System Availability	99.96% uptime on monthly basis, excluding scheduled system maintenance and "acts of God"
Telephone, Web and Email system availability for the initiation of Help Desk tickets by CCCS constituents	99.99% uptime on monthly basis, excluding scheduled system maintenance and "acts of God"

Speed to Answer herein defined as the duration of time elapsed between the first ring heard when calling the Central Help Desk and when the call is answered by a live technician.

Other areas that may be considered as Guidelines or Reporting Metrics include first time problem resolution, call length, problem escalation and time to close.

- 14. Provide customized CCCS-specific support as required for Blackboard Vista and Banner Self-Service

15. Assign service requests to appropriate service personnel if unable to resolve at the Central Help Desk;
16. Escalate priority calls to Level Two staff per defined escalation and resolution process determined during on-site data collection phase in accordance with any CCCS internal Service Level Guidelines;
17. Analyze CCCS call records and identify or recommend remedial programs to minimize or eliminate recurring problems;
18. Vendor should provide tools and methodologies to analyze patterns or problem reports for management review at CCCS
19. Provide knowledge-based repositories for CCCS systems including FAQs, tip sheets, how-to's and self-help;
20. CCCS views Help Desk data as an opportunity to:
 - a. Learn from student, faculty and staff technical problems and questions
 - b. Improve the applications. As such problem reports must contain sufficient detail so as to identify the locations or functions where users are having difficulty
 - c. Bring trends to the attention of CCCS management as soon as possible
21. Provide email status updates to the caller/end-user when new tickets are entered and again when closed by help desk staff;
22. Provide comprehensive co-management of the help desk operations on behalf of CCCS's on-site IT management;
23. Provide monthly Help Desk reports & metrics to the CCCS CIO and the CCCOnline Executive Director. These reports will include, but are not limited to, metrics on previously opened cases, new cases, closed cases, currently open cases, quality assurance survey results, speed to answer, abandon rate, and Help Desk online tracking system availability in table and graphical formats. Reports will include integrated statistics across all support channels and calls as well as breakdowns by institution, CCCOnline, type of caller (student, faculty, staff) and call types (to be defined by CCCS and Provider);
24. Provide support for all process and procedural questions in addition to supporting the designated platforms. Have a demonstrated process of designating and training agents specifically on the CCCS processes and procedures;
25. On a monthly and quarterly basis Provider will provide a formal quality assurance and customer satisfaction process specific to CCCS' population of users. Specific cases where service was not satisfactory will be identified for follow-up.
26. As needed the CCCS liaison may request management reports on specific areas of concern
27. Provide a named Account Manager who
 - a. must be available during standard business hours via email and telephone. Standard business hours are defined as 8:00 am to 5:00 pm, mountain time, Monday through Friday.
 - b. must be able to be reached for emergency purposes during off-hours via pager or cell phone
 - c. must have a specified individual to serve as backup during vacations and other times the named Account Manager is not available
28. CCCS will retain the right to approve or disapprove appointment of the Account Manager and other key personnel assigned to its account

29. Vendor must have a clearly articulated procedure for escalating problems through an internal chain of command. Vendor must have clearly articulated conditions under which such escalation will automatically occur.
30. Ensure that FERPA and other personal security and confidential requirements are met.
31. Provide redundant systems in ensure availability including, but not limited to, the telephone system used by the Central Help Desk and network/servers used by the Central Help Desk ticketing and reporting system.

Restrictions:

The Central Help Desk will make every effort to resolve technical issues: however, the Help Desk will not be able to assist individuals whose issues involve the following: Access or connectivity to a server or network not currently administered by CCCS, College IT staff or contracted third party vendor to CCCS; connectivity issues either to or from a commercial Internet Service Provider and VMS Legacy issues. VMS Legacy application issues will be handed off to CCCS IT department. Central Help Desk staff do not interpret CCCS policies. CCCS retains ownership of all call data.

Triaged Response Metrics:

Triaged response metrics listed in this document reflect targets and should not be construed as contractual obligations. Response time commitments do not promise a complete resolution within the stated time frames. Rather, the time commitment is intended to indicate the maximum time interval in which the customer will be contacted by the Help Desk Representative after triaging and routing the issue to either CCCS's on-site representative or third party vendor that will be responsible for resolving the issue.

CCCS RESPONSIBILITIES

1. Provide user training on CCCS's specific applications;
2. Provide Central Help Desk with all needed data points;
3. IT staff will be responsible for informing Central Help Desk of changes or updates to current infrastructure and mission critical applications; and
4. Disseminate Central Help Desk contact information throughout the community college system
5. Provide list of supported software applications updated on a regular basis.
6. Provide appropriate contacts and escalation process for all calls that will be referred to CCCS IT staff, CCCOnline, campus IT staff or campus online learning staff.

CCCS's faculty and staff will be instructed to call the Help Desk via a unique toll-free telephone number or they may submit web-based help desk tickets via provider's help desk software. If deemed appropriate by CCCS and if CCCS's telephone system supports call forwarding features, the Central Help Desk may also be accessible from on-campus by calling an on-campus telephone extension. This provides a transparent interface into the help desk.

CENTRAL HELP DESK CALL LEVEL CHART

Level	Description
0	This type of call is resolved through self-service online documentation, self-help or FAQs

1	This type of call is resolved over the phone (or other medium) by Central Help Desk staff
2	This type of call is escalated to CCCS IT staff, CCCOnline staff , campus online learning or campus IT staff as appropriate for resolution. During implementation these types of calls will be identified as Priority 1, 2 or 3 with appropriate escalation parameters. Service requests received by the help desk after CCCS's normal hours with a priority lower than that of a "Priority 1" will be responded to during the next business day. The beginning of that next staffing period is considered to be time of receipt.

EMERGENCY TICKET PROCESSING

- Emergency requests made to the Help Desk will be triaged and tracked by the Help Desk representative taking the call and routed appropriately if not resolved by the Help Desk Representative;
- The Help Desk representative will notify the Help Desk Shift Leader and the Help Desk Manager of the emergency issue and the ticket number;
- The Help Desk will notify the CCCS liaison of the ticket, scope of outage, and number customers affected;
- The Help Desk group will be responsible for updating the Help Desk ticket regarding the status of the emergency ticket; and
- The Help Desk will contact the CCCS designated liaison regarding the status of the issue. When appropriate, regular updates will be made to CCCS.

Section 5: Offeror Response Format

Submit five (5) copies of the Proposal plus original.

5.1 Items To Be Addressed In Your Response To The Proposal

The response to this bid will include/address the following items so that the Evaluation Team can evaluate the firm and its capabilities in relation to the needs of the Colorado Community College System:

1. A letter of interest
2. Company Information including:
 - a. Primary line of business
 - b. Length of time in business
 - c. Proportion of total revenue derived from Help Desk services
 - d. Length of time in the co-managed Help Desk business
3. Name, address, telephone, fax and email of primary contact for this proposal
4. Experience providing services of similar scope and diversity
5. Experience with similar institutions/systems
6. At least three (3) references from current customers preferably community colleges, college systems or institutions with similar student populations both on campus and online.
7. If awarded who will be the personnel assigned to this project. Resumes or profiles including relevant experience of these individuals must be provided.
8. The vendor will provide a single point of contact available for all institution supported technology for faculty, staff and students.
9. All items listed under Help Desk Responsibilities Required
10. The vendor will describe how they are staffed to meet the support demands of Colorado Community College System 24x7x365 including during peak demand periods such as August, January, registration periods and new technology implementations. Description should include recruitment, minimum hiring requirements, training and staff retention programs in place.
11. The vendor will describe its start-up methodology and the transition process from on-site Help Desk to remote Help Desk
12. The vendor will describe its approach to data tracking and trending including examples of reports provided to site management that provide for recommendations on remediation of support needs and issues.
13. The vendor will provide a dedicated named delivery manager and account manager responsible for overall account management.
14. The vendor will describe their service level metrics including items like first contact closure rate, average speed to answer, and overall Quality Assurance ratings across all clients.
15. The vendor will describe its approach to integrating a remote 24x7 Help Desk with the CCCS IT department and college IT departments.
16. The vendor will describe the training process that occurs to ensure that all Help Desk staff are trained and knowledgeable regarding the technology supported by the CCCS.
17. The vendor will describe their approach to tracking and measuring customer satisfaction including what reporting is provided back to CCCS management.

18. Vendor shall provide a co-managed support request tracking system customized to meet industry best practices and provide read/write access for unlimited IT users.
19. Vendor shall provide and describe the redundancy of their network and communication systems relating to CCCS constituents' ability to place Help Tickets
20. Vendor shall provide copies of their business continuity and disaster recovery plans should the Call Center be adversely impacted by a natural or man-made disaster
21. Provide a project plan for implementation

5.2 Costs/Budget

1. Provide an itemized budget for the project. The bid quote must remain effective for 90 days after submission.
2. Proposals should break out costs for the three categories stated below. CCCS may choose to select any, all or none of the categories. If there is preferential pricing for bundling more than one category, vendor should include that as well.
 - a. Category One:
 - i. Online student and faculty help. This category includes all students and faculty taking online or hybrid courses and using some portion of Blackboard Vista and includes logins, browsers, email, attachments and Java.
 - b. Category Two:
 - i. All students, faculty and staff using Banner Self Service and includes logins, browsers, email, attachments and Java.
 - ii. All desktop support requests for staff at the Colorado Community College System office.
 - iii. Will eventually include the Student Portal when it goes live Summer/Fall 2008.
 - c. Category Three:
 - i. All desktop support requests for staff, faculty and students at all system Community Colleges.
3. Proposals may use the per-incident or metered pricing model or some other methodology as long as it is clearly described in the proposal
4. Whichever pricing model is quoted, vendors must be able to project the expected costs to the CCCS over the first year, and subsequent four years of the agreement
5. Any further assumptions employed by the bidder to arrive at these expected costs must be based in both industry-wide and company-specific experience and must be documented as such by the bidder.
6. Non-recurring costs to the CCCS, should they exist, must be outlined separately
7. Annual fee or adjustments exclusive of those detailed in the pricing model, should they exist, must be outlined separately.
8. Full disclosure. Any and all other costs that the vendor will pass on to CCCS beyond those stated must be fully disclosed in the vendor's response to this RFP.
9. Discounts
 - a. Volume – Vendors must describe their volume discount pricing model, including methods for affecting rate changes. Methods must not include any penalties to the CCCS for falling below anticipated volumes
 - b. Other – Any other discounts or potential discounts (e.g. on-time payments) must also be outlined

10. Penalties/Increases/Escalation Points. Vendor must clearly document any penalties, cost increases or escalation points relating to the propo
- 11.
- 12.
13. sed pricing. Documentation must include specific instances and numerical measurements relating to any increases as well as the specific or percentage increase in costs.

5.3 Cost Component Assumptions

So that the CCCS has a basis for comparison among proposals, please quote pricing using the following measurements:

- 60,000 students each Fall and Spring semesters
- 35,000 students Summer semester
- 954 full-time faculty
- 3,482 part-time faculty
- 2187 Classified and Administrative and/or Professional/Technical Staff
 - Which includes 179 at the System level and 2008 at the Colleges.
- 5000 Banner faculty/staff users/ approximately 1700 concurrent
- Banner Finance and HR going live July 2008
- Banner Student currently live
- Banner Student/Faculty Self Service currently live
- 20,000 Blackboard Vista active users
- Campus/System Environment
 - 13,000 lab PC's
 - 5,200 non-lab PCs (faculty/staff)
 - 200 Macintoshes
 - 400 wireless users
- Portal going live Fall 2008 (tentative)
- Student email going live December 2007 (tentative)
- Operating Systems: Windows ME, Windows 2000, Windows XP/Vista, Linux, Apple
- Browsers: Internet Explorer, Netscape, Mozilla, Firefox, Safari and other browsers that students may use
- (CCCS faculty and staff are standardized on Windows XP/Vista)
- MS-Office (97-2007)

ATTCHMENT A
SPECIAL PROVISIONS

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

1. **CONTROLLER'S APPROVAL. CRS 24-30-202 (1).** This contract shall not be deemed valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY. CRS 24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **INDEMNIFICATION.** Contractor shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

[Applicable Only to Intergovernmental Contracts] No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.
4. **INDEPENDENT CONTRACTOR. 4 CCR 801-2.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither contractor nor any agent or employee of contractor shall be or shall be deemed to be an agent or employee of the state. Contractor shall pay when due all required employment taxes and income taxes and local head taxes on any monies paid by the state pursuant to this contract. Contractor acknowledges that contractor and its employees are not entitled to unemployment insurance benefits unless contractor or a third party provides such coverage and that the state does not pay for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the state to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by the state) and unemployment compensation insurance in the amounts required by law and shall be solely responsible for its acts and those of its employees and agents.
5. **NON-DISCRIMINATION.** Contractor agrees to comply with the letter and the spirit of all applicable State and federal laws respecting discrimination and unfair employment practices.
6. **CHOICE OF LAW.** The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract, to the extent that this contract is capable of execution. At all times during the performance of this contract,

Contractor shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established.

7. *[Not Applicable to Intergovernmental Contracts]* **VENDOR OFFSET. CRS 24-30-202 (1) and 24-30-202.4.** The State Controller may withhold payment of certain debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State or its agencies, as a result of final agency determination or reduced to judgment, as certified by the State Controller.

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

9. **EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract.

10. *[Not Applicable to Intergovernmental Contracts]*. **ILLEGAL ALIENS – PUBLIC CONTRACTS FOR SERVICES AND RESTRICTIONS ON PUBLIC BENEFITS. CRS 8-17.5-101 and 24-76.5-101.** Contractor certifies that it shall comply with the provisions of CRS 8-17.5-101 et seq. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b). Contractor shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. Failure to comply with any requirement of this provision or CRS 8-17.5-101 et seq., shall be cause for termination for breach and Contractor shall be liable for actual and consequential damages.

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

*Revised October 25, 2006
August 7, 2006*

Effective Date of Special Provisions: