

Colorado Department of Corrections

Division of Adult Parole, Community Corrections and YOS

Request for Proposal #4002

TITLE: Employment Database

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SECTION ONE: ADMINISTRATIVE INFORMATION

- A. **ISSUING OFFICE:** This Request for Proposal (RFP) is issued by the Colorado Department of Corrections (CDOC) Purchasing Office for the benefit of the Division of Adult Parole, Community Corrections and YOS. **The CDOC Purchasing Office is the sole point of contact concerning this RFP. Any prospective proposer/offerer/bidder (“bidder”) that is found to have contacted any other CDOC personnel with regard to this RFP, may be deemed to be ineligible for award.**
- B. **SCHEDULE OF ACTIVITIES:** Numbers 5 and 6 are projections only, dependent upon various factors associated with the evaluation and subsequent contract negotiations.
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|--------------------------------|----------------------------------|
| 1. January 13, 2010: | RFP issued. |
| 2. None | Pre-proposal conference. |
| 3. January 27, 2010: 5:00 PM | Deadline for written inquiries. |
| 4. February 16, 2010: 10:00 AM | Deadline to submit proposals. |
| 5. February 22, 2010 | Projected date for award notice. |
| 6. March 1, 2010 | Projected contract date. |
- C. **PRE-PROPOSAL CONFERENCE:** No Pre-Proposal conference will be conducted.
- D. **WRITTEN INQUIRIES:** After the pre-proposal conference, written inquiries will be accepted from registered Colorado ‘BIDS’ vendors only (see item E below), in order to obtain clarification of RFP requirements. Inquiries should be sent via email, as follows:

Email address: sandra.montanez@doc.state.co.us

Subject line: RFP #4002 inquiry

Please limit written inquiries to those issues and questions which are essential in order to submit a viable proposal in response to this RFP. Exhaustive requests for detailed or comprehensive additional information may be declined, if said information is not deemed by the Department to be necessary in order to submit a viable proposal. The Department will NOT accept written inquiries from entities who are not registered with BIDS as of the written inquiry deadline.

CDOC responses to written inquiries that include substantial new information, or that modify the original RFP, will be published on the BIDS web site (see following), under the corresponding solicitation number, as a “modification” to the original solicitation. *The BIDS modification is the official notification of any significant changes to the RFP.*

E. INSTRUCTIONS FOR SUBMITTING PROPOSALS:

1. In order to be eligible for award of this solicitation, the bidder must be a registered vendor on the State of Colorado's 'BIDS' web site, by no later than the proposal submission deadline stated in the schedule of activities. The BIDS registration fee is \$40 per twelve month period, and enables the registered vendor to have complete access to State of Colorado solicitations via the Internet.

Registration information may be obtained on-line at:
www.gssa.state.co.us/VenSols, through the Register link. Phone assistance or information may be obtained at the State Purchasing Office phone number 303-894-2039, or email: BIDS.Help@state.co.us. (The Department of Corrections Purchasing Office cannot assist with your BIDS application.)

2. Proposals must be received at the Colorado Department of Corrections Purchasing Office by no later than the submission deadline. ***Late proposals cannot be considered.*** It is the bidder's responsibility to assure that his/her proposal actually arrives at the Department of Correction's Purchasing Office by the prescribed time and date. Proposals should be submitted in a sealed package, identified on the outside with the bidding entity's name and address.

IF MAILED, ADDRESS AS FOLLOWS:
 CDOC – Division of Adult Parole - RFP #4002
 940 Broadway
 Denver, CO 80203

IF DELIVERED, ADDRESS AS FOLLOWS:
 CDOC – Division of Adult Parole - RFP #4002
 940 Broadway
 Denver, CO 80203

3. The bidder should supply an original plus 5 copies (6 copies total) of the proposal. The RFP Cover Page (Attachment A) should be completely filled out, and the original copy must be signed in ink by the bidder or an officer of the bidder legally authorized to bind the bidder to the proposal. Proposals which are determined to be at a variance with these requirements may not be accepted.
4. Technical assistance in the preparation of proposals will not be provided. Proposals will likely be assessed based *only on the materials presented in the original proposal*. Therefore, it is important that proposals be complete and bidders should recognize that the opportunity for revision or augmentation may not exist.

SECTION TWO: BACKGROUND INFORMATION

A. OFFENDER PROGRAMS

The number of offenders re-entering the community across the country has steadily increased. From 1987 to 2007, the number of individuals in prison increased by 173 percent. Last year, in the United States, the adult population in jail or prison was over 2.3 million. In August of 2008, the number of adults in Colorado prisons was 23,072. In the State of Colorado, in fiscal year 2005, approximately 53.2 percent of the offenders released from prison were re-arrested within three years. In fiscal year 2008, in the State of Colorado, approximately 11,038 individuals were incarcerated while 10,565 individuals were released. Of those releases, 8,875 offenders were released on parole, 1,367 were discharged, and 323 were other releases.

In 1998, the John C. Inmann Work & Family Center was created to address the barriers facing offenders upon release from prison and increase opportunities for successful re-entry. In 1999, Community Re-Entry staff began working with offenders released from Colorado prisons. Today, the John C. Inmann Work & Family Center has nine Community Re-Entry Specialists who work with offenders in the Denver Metro area and one Community Re-Entry specialist located at each of the following parole offices: Grand Junction, Pueblo, Colorado Springs, Greeley, and Westminster. Services are provided to offenders statewide by the Community Re-Entry Specialist assigned to each region and/or county in Colorado. Community Re-Entry Specialists work with offenders to address their needs and barriers which are critical for successful re-entry. Community Re-Entry collaborates with a broad spectrum of community and faith based organizations, local, state, and federal agencies in an effort to maximize resources and reduce the recidivism rates among offenders transitioning into the community from prison.

In 2008, Offender Programs began providing re-entry services inside nineteen prisons across the state. Understanding that preparation for re-entry needs to begin far before an offender enters the community, Offender Programs began a statewide Pre-Release Program. The mission of the Pre-Release Program is to provide a consistent continuum of services between facilities and the community, accessible to all incarcerated adults preparing for release, in order to target the known predictors of recidivism and increase opportunities for successful re-entry.

Community Re-Entry Specialists and Pre-Release Specialists work closely with Community Parole Officers, faith and community based organizations, facility Case Managers, education staff and the community at large to support development and implementation of offender transition plans. These plans include support services that provide the necessary resources to successfully transition the offender back into the community and help the offender function successfully on their own.

B. COMMUNITY RE-ENTRY PROGRAM OVERVIEW

To improve offenders' chances of success and to increase public safety, the Department of Corrections provides the opportunity and support for offenders to constructively change their lives and successfully return to the community, their families and neighbors. Evidence based practices have determined that increasing support, networks and resources around known risk factors to continued criminal behavior can reduce recidivism. Re-Entry programs are designed to prepare inmates transitioning into the community through targeting those known predictors of recidivism and providing a continuum of services from prison through parole.

The Community Re-Entry unit at the John Inmann Work and Family Center encompasses services traditionally identified with community integration, transitional services, and aftercare services. Community Re-Entry provides brokered services through state and federal agency partnerships; faith and community based collaborations, and case management which includes intensive critical, critical, and direct support services that afford the division strategies and interventions for a balanced approach to offender management. The program helps offenders entering the community after release from prison. It includes services to meet their needs for: accommodation, medical services, family relationships, education, training, and employment.

By connecting the specific community resources to the specific component, the opportunity for those determined to better their lives will be provided that opportunity. This process will assist returned offenders to make a successful transition back into their family and community life. Community Re-entry will assist in job opportunities and in assessing job skill level utilizing KeyTrain™ and O*net assessments for returned offenders. Community Re-Entry represents a concrete approach to recidivism in collaboration with agencies such as citizen based organizations, faith based organizations, and other vital community institutions. The State has also used incentives in the process to increase access to training for underserved populations, including individuals returning to the community from prison.

Services. Community Re-Entry Specialists work with facility Case Managers, Pre-Release Specialists, education staff and Community Parole Officers statewide to support the development and implementation of offender transition plans. These plans use the “case management model” in which multiple services are delivered and/or programs are utilized to assist the offender in successfully transitioning back to the community; functioning successfully on their own; and enhancing public safety. Community Re-Entry Specialists have assumed full re-entry responsibilities, allowing the community parole officer more time to supervise the offender in the community. Delivery of these services and programs are incentive based and are part of the offender’s community supervision plan. Community Re-Entry services are defined as intensive critical, critical, and direct services.

Intensive critical services: Intensive critical services are services that are provided on a more frequent basis, weekly, to offenders in need. Intensive critical services include: housing (long-term care or hospice care placements) and other critical services such as resources for oxygen, wheel chairs, and sign language interpretation. These services are usually provided to terminally ill, disabled, or mentally ill offenders.

Critical services include: Initial case review, benefits planning (CICP, SSI/SSDI, Vocational Rehabilitation, VA), emergency/transitional housing assistance, medication/health care referral, transportation assistance, backpacks w/ personal hygiene items, clothing referrals, substance abuse treatment referrals, services related to specialized populations (disabled, dual diagnosed, sex offenders, females, veterans, etc...), clothing and tool assistance, identification assistance, employment services (job search, employment workshops, resume, interview practice) and referrals to additional community support services. Intensive critical services are services that are provided on a more frequent basis, usually weekly, to offenders in need. Intensive critical services include housing assistance for terminally ill, disabled, or mentally ill offenders (long-term care or hospice care placements).

Direct services include: Initial case review, referral to an appropriate faith based organization and/or community based organization, state, county or local agency for additional services, housing referrals(to offender friendly landlords), transportation assistance, restructuring restitution payments, developing child support payment plans, identification assistance, and referrals to additional community support services.

Approximately \$100,000 in funding has been designated for the Employment Database to further enhance said offenders' probability of success in the community.

B. PRE-RELEASE PROGRAM OVERVIEW

The goal of the Pre-Release Program is to assist individuals to identify critical barriers to successful community re-entry and to identify internal strengths and external resources in order to expand individual networks of support. This is accomplished through the development of a transitional action plan through 10 modules in the areas of identification, housing, employment, transportation, money management, education, healthy lifestyles, family, relationships and support systems, victim awareness and restorative justice and living under supervision.

The Pre-Release Program is modeled after evidenced-based practices in correctional programming which demonstrate empirically that recidivism rates can be significantly reduced through theoretically sound, well-designed programs. The Pre-Release Program is designed to prepare inmates transitioning into the community through targeting the known predictors of recidivism and providing a continuum of services from prison through parole.

Endorsed by the National Institute of Corrections and Johns Hopkins University, this Pre-Release Program, applies the principals of effective intervention and a continuum of transitional services which span from inside the correctional facility into the community. This model is largely based on the work of Dr. David Altschuler with Johns Hopkins University and his "Continuity of Care" model. With over 20 years experience in correctional programming, Dr. Altschuler played a critical role in his consultation on program design and implementation

As a leader in correctional programming and curriculum design, the National Institute of Corrections had a major influence on program content, most specifically with the employment module which is based on the National Institute of Corrections Offender Workforce Development Specialist model.

Evidence based practices have determined that increasing networks of support and resources around known risk factors to continued criminal behavior can reduce recidivism. Unlike other models which isolate programming inside the facility from the outside realities of re-entry, this Pre-Release Program's continuity of services allows for the development of practical skills and the transfer of up to date information and resources which are of immediate use and value to the releasing offenders.

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SECTION THREE: STATEMENT OF WORK:**A. EMPLOYMENT SUBSCRIPTION DATABASE SERVICE:**

1. The contractor will provide subscription database service for employment opportunities and job listings on both a national level and within the State of Colorado (preferably with access to Connect Colorado). The database should access multiple national job listing providers with a minimum of 500,000 employment opportunities. Updates from the multiple national job listing providers must include full job database records and not just web-based URL links for job listings.
2. The database should allow for employment searches through a single user interface. This interface should include an application that organizes the various job opportunities into specific job related categories for easy searches and access.
3. This database service should also have established a process for the elimination of duplicate job listings.
4. Updates to the job listings should be made at minimum once a day.
5. Contractor will provide access to the employment database through two electronic versions; one version would be in the form of a kiosk and the second version in the form of a desk top icon. The Department would need access to the employment database as follows:
 - a. A kiosk located at the John Inmann Work & Family Center. The kiosk should allow for the option of applying for jobs through the kiosk or the ability to print off job openings.
 - b. Desk top icon access for 26 offender computers located at the John Inmann Work & Family Center. These offender computers have direct internet access on their own dedicated DSL line.
 - c. Desk top icon access for 5 Community Re-Entry staff located at 5 different parole offices throughout the State (Colorado Springs, Pueblo, Grand Junction, Westminster, and Greeley). These staff computers have direct internet access.
 - d. Secure (configuration that eliminates outside access to the website but allows two addresses from CDOC to connect for additional security, to disable any outside electronic access by inmates, but still allows for inmates to search and review specific employment opportunities) desk top icon access for computer resource rooms located in 18 CDOC facilities (each facility has one computer resource room, with the exception of 2 facilities which have two computer resource rooms for a total of 20 resource rooms). Each of these resource rooms will have multiple (approx. 12 per room) inmate computers that will require the secure desk top icon access.

6. For the facility subscription database service, the contractor must describe how their subscription database service and interface will provide of secure connectivity in a prison setting that does not allow outside access to any other websites.
7. The contractor will also provide detailed statistics on the usage of the subscription database service on at minimum a monthly basis.

B. REIMBURSEMENT FOR SERVICES:

The preference of the Division is that prospective bidders will structure their proposed costs in order to request an all-inclusive annual cost for the subscription database service and any necessary equipment, such as the kiosk, that has a detailed cost breakdown of each of the following areas; a) the kiosk at the John Inmann Work & Family Center and subscription database access, b) desk top icon access for the offender computers at the John Inmann Work & Family Center, c) desk top icon access for the 5 staff locations, and d) the secure desk top icon access for the 18 CDOC facilities.

Bidders may propose other costs for reimbursement and explain accordingly, for evaluation by the Division. Proposals must include the annual cost as described above, but also the proposed cost of the service and necessary equipment for January 1, 2010 through June 30, 2010.

B. GENERAL REQUIREMENTS AND OBJECTIVES:

This section lists minimum basic requirements that should be met for the bidder's technology/solutions for the Employment Database to be eligible for consideration. These requirements should be taken in the context of the overall programming goals set forth in the entirety of the RFP, and are not necessarily specific to a certain set of requirements.

1. The Employment Database must be Web based.
2. By submitting a proposal in response to this RFP, the bidder affirms that it is willing and capable of timely performing a successful live demonstration of a working model of the proposed Employment Database solution/component, on CDOC premises and at no cost to the CDOC, during the evaluation process.
3. By submitting a proposal in response to this RFP, the bidder affirms its willingness to submit to a vulnerability assessment performed by the Governor's Office of Cyber Security's Threat and Management Vulnerability program. The bidder further acknowledges that any Intent to Award and/or State contract arising from this RFP will be subject to satisfactory and timely resolution of any issues arising from said assessment.

SECTION FOUR: EVALUATION

A. EVALUATION PROCESS:

1. An evaluation committee will judge the merits of the proposals received in accordance with the evaluation criteria stated in the RFP (see following). The recommendations of this committee will be forwarded to the CDOC Director of Purchasing for review and approval.
2. Failure of the bidder to provide any information required in the RFP, or information which is pertinent to the RFP evaluation criteria, may result in the disqualification of the proposal. It is the bidder's responsibility to assure that the information in its proposal is complete.
3. The sole objective of the evaluation committee will be to recommend the bidder(s) whose proposal(s) is/are most responsive to the State of Colorado's needs, cost and other factors duly considered.
4. A minimum score will be established, and if all proposals fall below that score, all may be rejected. In cases where only one proposal is received in response to the RFP, it will still be reviewed and scored. If it meets the minimum score, it will generally be recommended for award.
5. The Department expects to conduct an evaluation. The evaluation committee may initially review the written proposals for the purpose of determining which proposals are "potentially acceptable". Those bidders whose proposals are so deemed may then be asked to submit written clarifications or modifications to their original proposal, and will also be given an opportunity to make an oral presentation and live demonstration of the bidder's proposed product/technical solution. Said demonstration will be presented by the bidder at the Department's Division of Adult Parole office in Denver, at no cost to the Department. However any such opportunity is optional and is solely at the committee's discretion; bidders should not anticipate such an opportunity.
6. The proposal(s) receiving the highest final average score(s) from the evaluation committee will generally be recommended for award.

B. BIDDER RESPONSE FORMAT: The bidder's proposal should include the following:

1. Completed Cover Page, RFP Attachment A.
2. Completed MBE/WBE participation form, RFP Attachment B.
3. Completed Contract Performance Outside the U.S. form, RFP Attachment C.
4. A letter of introduction or executive summary letter is recommended but not required.
5. The main text of the proposal should include the bidder's **direct response** which has been written specifically for this RFP, and generally conforming sequentially to the evaluation criteria listed below.
6. Supporting information such as references, resumes, written policies and procedures, technical literature and/or other materials, may be referenced in the bidder's 'direct response' described above, and provided as indexed appendices to the proposal.

- C. **EVALUATION CRITERIA:** The following criteria are identified as that which will be evaluated in order to determine the responsiveness of the proposals received. ***Bidders are asked to organize and identify the information in their proposals in accordance with the numbered “general” criteria listed.*** The more specific (lettered) criteria listed after each of the “general” criteria should be addressed in the proposal, but do not need to specifically categorized or identified by section. Conciseness in the ‘direct response’ section of the proposal is generally evaluated favorably.

1. BIDDER'S QUALIFICATIONS AND EXPERIENCE see below
 - a. General summary information
 - b. Financial information*
 - c. Technical expertise and support information
 - d. Current or recent similar contracts, references (email preferred)
2. BIDDER'S PROPOSED TECHNICAL SOLUTION
 - a. software products/solutions and license terms
 - b. comprehensiveness of solution
 - c. future expandability and upgradeability
 - d. security considerations and perceived risk
3. BIDDER'S PROPOSED DELIVERABLES/CONTRACT TERMS
 - a. proposed delivery and integration plan and schedule
 - b. proposed training and/or technical orientation, transfer of knowledge to Department
 - c. proposed system final acceptance terms and perceived risk
4. COST CONSIDERATIONS
 - a. total license cost
 - b. total proposed programming and integration cost to system final acceptance
 - c. five-year maintenance and technical support cost
 - d. any other cost considerations

* CDOC requires assurances that the contractor be financially stable. Subsequent to the proposal due date and time, at the CDOC's sole option, the bidder/s may be asked to submit an audited financial statement for the most recently closed fiscal year and for the immediately preceding two fiscal years. If audited financial statements are not available, the respondent may submit financial statements reviewed by a Certified Public Accountant (CPA). Lacking either audited or reviewed financials; the respondent may submit annual balance sheets and income statement prepared by a CPA. CDOC reserves the right to disqualify a proposal due to lack of sufficient financial statements.

NOTE: “Estimated” proposal costs in response to this solicitation are not acceptable. The bidder's proposed cost(s) will be considered to be the bidder's “best and final offer” for evaluation purposes. Proposed costs are expected to remain firm and unchanged over the total contract term of up to five years (fifty-two months).

SECTION FIVE: *PROCUREMENT AND CONTRACTING INFORMATION:*

- A. PURPOSE: This Request For Proposal is intended to provide sufficient information to enable prospective bidders to prepare and submit proposals for consideration by the Colorado Department of Corrections, for the purpose of selecting the most qualified contractor(s) to complete the goals of the RFP. The State of Colorado invites any interested and qualified prospective bidders to submit a proposal in response to this RFP, in accordance with the requirements stated herein.
- B. SCOPE: This RFP is intended to explain the State's needs, identify any mandatory requirements which must be met in order to be eligible for consideration, identify other non-mandatory preferences and considerations, provide guidance regarding how the proposal is to be submitted, and explain the evaluation and award process.
- C. CONTRACT TERM:
1. Any contract awarded as a result of this RFP is expected to be in the form of a multi-year contract, for a maximum period of up to five (5) years. The initial phase of the contract will cover costs for delivery, integration, and training leading up to final acceptance of the Employment Database system or system component by the owner. The remaining term of the contract is expected to cover the ongoing annual cost for site licenses and support services.

The contract will include a clause which enables the State to terminate with 30 days written notice, without showing cause. The State's fiscal year period runs from July 1st to June 30th. Annual renewals for each new State fiscal year period will be in the form of a State Option Letter form. Said form will include the financial encumbrance amount for the ensuing 12-month fiscal year period. The contract starting date is projected to be March 1, 2010; the contract ending date will be no later than June 30, 2014.
 2. The contract will not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the State, or obligate the State to make any payments beyond those appropriated for any fiscal year in which the contract is in effect. The State may choose to terminate its obligations under the contract at any time.
 3. In the event that the Department of Corrections desires to continue the services and a replacement contract has not been fully executed by the ending term date of the contract, the contract may then be extended unilaterally by the State for a period of up to three (3) months upon written notice to the Contractor under the same terms and conditions of the original contract including, but not limited to prices, rates, and service delivery requirements. However, this extension terminates when the replacement contract becomes effective when signed by the State Controller or an authorized delegate.
- D. MODIFICATION AND WITHDRAWALS: Proposals may be modified or withdrawn by the bidder prior to the established due date and time.

- E. ADDENDUMS OR MODIFICATIONS TO THE RFP: In the event that it becomes necessary to supplement or revise any part of this RFP, such information will be provided in writing in the form of one or more "modifications" to the RFP, as published under the original solicitation number, on the Colorado BIDS web site. It is the bidder's responsibility to monitor the BIDS solicitation notice for any modifications to the RFP during the solicitation period. Bidders should not rely on any verbal statements which alter the RFP.
- F. ORAL PRESENTATIONS/SITE VISITS: If deemed to be beneficial to the CDOC, bidders may be asked to make oral presentations or to make their facilities available for a site inspection by the evaluation committee, at no cost to the CDOC.
- G. ACCEPTANCE OF RFP TERMS: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the autographic signature of the bidder or an officer of the bidder legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the bidder of all terms and conditions, as set forth herein. The bidder shall identify clearly and thoroughly any variations between its proposal and the State's RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as may be outlined or specified in the RFP.
- H. PROTESTED SOLICITATIONS AND AWARDS: Any actual or prospective bidder or Contractor who is aggrieved in connection with the solicitation or subsequent award of a contract may protest to the CDOC/Purchasing 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., C.R.S., as amended; Section R-24-109-201 et. seq., C.R.S. as amended; Section R-24-109-101 through R-24-109-206, Colorado Procurement Rules. With regard to the emphasized language above, it is important for bidders to note that a challenge to the solicitation's requirements or specifications should be made within 7 days of when the protestable item is known.

As noted in paragraph K. following, announcement of the selection of the successful bidder will be made via a posting on the BIDS web site. The requirement for timely submission of any protest (7 working days) will begin on the first working day following posting of the award notice on BIDS.

- I. CONFIDENTIAL/PROPRIETARY INFORMATION: Upon publication of the Notice of Intent to Make an Award, the procurement file for this solicitation, including the bidders' proposals, shall be available for public inspection in accordance with the State's Public (Open) Records Act (see Section 24-72-204 et. seq., C.R.S., as amended). Any request by the bidder to restrict the use or public inspection of any material included with the bidder's proposal must be made as follows:
 - 1. The materials for which confidentiality (denial or restrictions to use or inspection) is requested shall be separated from the balance of the proposal, and shall be clearly identified as "confidential". Co-mingling of confidential/proprietary and other information is NOT acceptable, and will be the basis for a determination of non-confidentiality.

2. For any such materials for which confidentiality is requested, a confidentiality request letter must be submitted prior to the proposal due date/time and under separate cover [R-24-103-202b-08(c)]. Said letter will provide an explanation of why the materials should be considered to be confidential and/or proprietary, specifically in accordance with CRS 24-72-204 (3) (IV), and/or other statutory basis. To support the confidentiality request, the letter may also cite and provide evidence of the bidder's own efforts to restrict access to the materials in question, in the course of the bidder's own operations.
3. Documents such as an entity's internal operational procedures, training and/or sales materials, policies and procedures, organizational charts and key personnel resumes (but not including personnel files) are generally not believed to be within the intended context of CRS 24-72-204.
4. Any information that will be included in any resulting State contract cannot be considered confidential, including but not limited to contract pricing information.

In the event that the Purchasing Agent does not agree to the request for non-disclosure of materials designated as confidential by the bidder, the Purchasing Agent will inform the bidder accordingly in writing. (See Section 24-72-204 et. seq., C.R.S., as amended, the State Public (Open) Records Act.)

- J. RFP RESPONSE MATERIAL OWNERSHIP: 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. Proposal materials may be reviewed by any person after the "Notice of Intent to Make an Award" letter(s) has/have been issued, subject to the terms of Section 24-72-201 et seq., C.R.S., as amended, Public (Open) Records. 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, Proprietary/Confidential Information. The bidder 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 evaluation purposes or for dissemination within the State Executive Branch, and to make the information available to the public in accordance with the provisions of the Public (Open) Records Act.
- K. NOTICE OF INTENT TO AWARD: The CDOC Purchasing Office, after approval of the evaluation committee's written award recommendation/s, will notify all bidders of the results of the RFP evaluation by publishing a solicitation award notice on the State 'BIDS' web site. The award posting on BIDS shall constitute the State's "Notice of Intent to Make an Award" and will name the successful bidder/s.
- L. CONTRACTING PROCESS: The contents of the successful bidder's proposal (including the services of any specific persons identified in the proposal) will become contractual obligations if acquisition action ensues. A State contract must be finalized and signed by both parties on a timely basis. The State may elect to cancel its original "Notice of Intent to Make an Award", and may award to the next most responsive bidder, if in the State's judgment:
 - the successful bidder fails to accept the obligations in its proposal in a State contract, or
 - the parties are otherwise unable to enter into a contract on a timely basis.

- M. STANDARD CONTRACT PROVISIONS: The State of Colorado will incorporate its Special Provisions (Attachment "C") into any contract resulting from this RFP. Said contract provisions are expressly included in the terms and conditions of this solicitation.
- N. NON-COLORADO CONTRACTORS: Non-Colorado based entities, including but not limited to corporations, LLCs, partnerships, and persons doing business under another name, must be registered with the Colorado Secretary of State in order to enter into a contract with the State.
- O. RFP CANCELLATION: The State reserves the right to cancel this Request for Proposal at any time, without penalty.
- P. STATE OWNERSHIP OF CONTRACT PRODUCTS/SERVICES: All products and/or services produced as a result of any contract arising from this RFP will be the sole property of the State of Colorado, except as may otherwise be specified in the bidder's proposal and accepted by the State. (The Department may be willing to consider alternative shared ownership terms, provided said terms allow use of the system products and services by and within the Department, without limit or restriction.)
- Q. INCURRING COSTS: The State of Colorado is not liable for any cost incurred by the bidder 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 finalized and signed by all concerned parties.
- R. MINORITY-OWNED/WOMAN-OWNED BUSINESS ENTERPRISE PARTICIPATION: It is the State's intent to achieve the goals of the Governor's Executive Orders D0055-87 and D0005-94 regarding minority-owned/woman-owned businesses. Bidders are reminded it is illegal to discriminate.
- S. ACCEPTANCE/REJECTION OF PROPOSALS: The State of Colorado reserves the right to reject any or all proposals, and to waive minor formalities and/or irregularities in the proposals received, and to accept any portion of a proposal or its entirety, if deemed to be in the best interest of the State of Colorado.
- T. PARENT COMPANY: If a bidder 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 provided must be that of the bidder responding to the RFP.
- U. NEWS RELEASES: News releases pertaining to award of this RFP prior to execution of the State contract, are prohibited without prior written approval by the State.
- V. CONTRACT CANCELLATION: The State reserves the right to cancel, for cause, any contract resulting from this RFP by providing timely written notice to the Contractor.

W. **NON-COLLUSION**: The bidder affirms, by signing the RFP Cover Page Document, that its proposed prices and terms have been arrived at independently without collusion, consultation, or communication with any other bidder or competitor; and that said proposed prices and terms were not disclosed by the bidder and were not knowingly discussed prior to the proposal submission, directly or indirectly, with any other bidder or to any competitor; and no attempt was made by the bidder to influence any other person, partnership, or corporation for the purpose of restricting competition.

X. **INSURANCE**:

1. Following are the State's standard contract requirements for insurance coverage. Any exceptions to the minimum coverages below must be noted in the proposal, and may be an evaluation factor in awarding this solicitation.

(a) **Workers' Compensation Insurance** as required by state statute, and Employer's Liability Insurance covering all of contractor's employees acting within the course and scope of their employment.

(b) **Commercial General Liability Insurance** written on ISO occurrence form GC 0001 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- (1) \$1,000,000 each occurrence;
- (2) \$1,000,000 general aggregate;
- (3) \$1,000,000 products and completed operations aggregate; and
- (4) \$50,000 any one fire.

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.

(c) **Automobile Liability Insurance** covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: \$1,000,000 each accident combined single limit.

2. The State of Colorado shall be named as an **additional insured** on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CGT 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.

3. The insurance shall include a provision preventing **cancellation** or non-renewal without at least 45 days prior notice to the State by certified mail.
 4. The contractor will require all insurance policies in any way related to the contract and secured and maintained by the contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.
 5. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to the State.
 6. The contractor shall provide certificates showing insurance coverage required by this contract to the State within 7 business days of the effective date of the contract, but in no event later than the commencement of the services or delivery of the goods under the contract. No later than 15 days prior to the expiration date of any such coverage, the contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the State may request in writing, and the contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.
 7. Notwithstanding subsection A of this section, if the contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended ("Act"), the contractor shall at all times during the term of this contract maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the State, the contractor shall show proof of such insurance satisfactory to the State.
- Y. The Contractor certifies that, if a foreign (non-Colorado) corporation or foreign Limited Liability Company, that it currently has a Certificate of Authority to do business in Colorado issued by the Colorado Secretary of State designating a registered agent in Colorado to accept service of process.
- Z. SOFTWARE/INTERNET BASED LICENSE AGREEMENTS:
1. The parties acknowledge that the Contractor's software may contain a "click through" agreement which is integral to that product and which will require the State to click "I agree" or some similar action in order to proceed to use the software. However, the parties hereby expressly agree that all such click through, "shrink wrap" and any other such agreement mechanisms executed in the future by the State in using the software are void and of no effect, do not create a binding assent by the State, do not modify this Contract, and do not in themselves create a separate contract of any kind.