



REQUEST FOR PROPOSALS

Applicant Tracking System (ATS) Replacement

RFP No. RFP_F-0000000061

August 4, 2025



REQUEST FOR PROPOSALS (RFP)

Procurement Service Center (PSC)
University of Colorado
1800 Grant Street, Suite 400
Denver, CO 80203

Purchasing Agent (PA): Chrissy Alexander
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Request for Proposals #: RFP_F-0000000061

PROPOSALS MUST BE RECEIVED BY: September 4, 2025.
E-MAIL OR FACSIMILE RESPONSES WILL NOT BE ACCEPTED.

Rocky Mountain E-Purchasing System (BidNet) website link:
<https://www.bidnetdirect.com/colorado/universityofcolorado>

Schedule of Activities:

This projected schedule is an estimated timeline and is subject to change at the sole discretion of the University. All times listed in this document are understood to be **Denver local time**.

Event	Date
RFP Advertisement	August 4, 2025
Last Date to Submit Written Questions	August 14, 2025 at 2:00PM
Proposal Due Date	September 4, 2025 at 2:00PM

RFP Questions

The University will not answer any telephone inquiries about this RFP. Written questions are due by the deadline for questions listed in the Schedule of Activities above and shall be submitted electronically via the Rocky Mountain E-Purchasing System (BidNet) website. **CU requires all questions to be submitted individually on this site.**

Questions will be responded to by CU as deemed appropriate. If the Proposers' questions are unclear or non-substantive in nature, CU may request clarifications or decline to answer.

Note: BidNet limits the characters available to input for the University to respond to each question. For this reason, multiple questions may not be submitted as a single question, as the University is unable to respond to multiple questions in the space provided. Because of this limitation, the University reserves the right to reject groups of questions submitted in a single question box or to select and respond to only one question posed. A multi-part question containing an initial question and a follow-up is the exception to this rule. All questions and answers will be posted on the BidNet website as an addendum to the RFP at the link below following the deadline for submittal of questions:



Proposal Submittal

The proposal shall be prepared in accordance with the Preparation of Proposal as described in Section VI of this RFP. Proposers shall submit their proposal and all required forms via the BidNet website. Proposals are due by the date and time listed in the Schedule of Activities above.

Allow ample time for the electronic submission of your proposal. Following are links to a BidNet Electronic Bid Submission (EBS) guide and EBS FAQ site. CU strongly encourages Proposers to review this information prior to starting your submission in addition to starting the submission process at least one business day prior to the proposal due date. CU will not extend the submission deadline due to any technical issues or outages you may experience. Also provided below are links to a webinar recording and slide deck related to a vendor training that was conducted on November 8, 2023.

Proposer EBS Guide and FAQs:

<https://faq.bidnetdirect.com/electronic-bid-submission/>

Bidnet Webinar Recording and Slide Deck:

<https://player.vimeo.com/video/886645835?h=6d7aea788f>

<https://communications.bidnet.com/hubfs/University-of-Colorado-Vendor-Webinar-November-8-2023.pdf>

General Statement of Work

The University of Colorado seeks proposals for the launch of a new system to support hiring across all campuses. This project aims to find a turnkey, off-the-shelf solution that is configurable to the varied recruiting needs of a university environment, including different types of employees, workflows, and policies across campuses.



PROPOSAL SUBMITTAL REQUIREMENTS

The following is a checklist for reference when compiling the proposal submission. The documents listed below are required:

- Technical Proposal:
 - Complete responses to the Technical Proposal Content as outlined in Section IV
 - Systems Requirements Gathering Document is required to be included in the technical proposal
- Cost Proposal
- Proposal Form(s) - all complete and signed
 - CU Solicitation Form
- Variances:
 - List of all proposed modifications and/or legal issues regarding terms of the solicitation document and/or the Sample Agreement and Special Provisions, Attachment C.



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I. UNIVERSITY AND PROJECT OVERVIEW

This solicitation is issued by the University of Colorado (CU or University), through the Procurement Service Center (PSC).

CU is the state's largest and most influential public research university, a community of approximately 67,000 students and 28,000 employees spanning four campuses and system administration. Every year CU graduates are thousands of students who fill critical workforce needs across the state. CU is the state's third largest public employer with an annual operating budget of \$6.3 billion. CU faculty attracted \$1.6 billion in sponsored research awards to conduct research in economic sectors critical to the state and nation, including energy, bioscience, aerospace, and health care. Overall, CU and its CU Anschutz affiliate hospitals contribute approximately \$17.2 billion annually to the state's economy.

The proposal must be prepared and submitted in accordance with the requirements and procedures contained in this RFP document and the University's policies, rules, and procedures. Compliance with these requirements by the Proposer is mandatory and is a condition of responsiveness. Any failure to satisfy these requirements will be a sufficient basis for the University to disqualify the Proposer. The University shall not be liable for any of the Proposer's expenses associated with its preparation of the proposal or University's consideration of it. The Proposer, if selected, shall not include any such expenses as part of its fee for performing the Scope of Work.

As a result of this solicitation, CU intends to award a contract to a single proposer. The anticipated starting date for any resulting contract is **May 26, 2026**. By submitting a signed proposal in response to this solicitation, the Proposer represents and warrants that it will honor its proposal as being held open as irrevocable until time of award. The term of the contract resulting from the award of this solicitation shall begin upon execution of the contract, and end **three (3)** years later. The contract may be renewed upon mutual agreement for up to **two (2)** additional one-year periods for a total term not to exceed **five (5)** years. CU, at its discretion, may terminate the contract with thirty (30) days' notice by stating so in writing.



II. SCOPE OF WORK, QUALIFICATIONS AND REQUIREMENTS

1. Introduction

A. BACKGROUND:

The University of Colorado (CU) is a multi-campus public university that provides education, research, and healthcare services across Colorado and beyond. Each campus has its own unique mission and way of operating.

CU's current recruitment system, will reach the end of its contract in 2027. We're now preparing to select and launch a new system to support hiring across the campuses. This project aims to find a solution that fits the varied recruiting needs of a university environment, including different types of employees, workflows, and policies across campuses.

B. PROJECT OVERVIEW:

We are looking for a modern, cloud-based Applicant Tracking System (ATS). This tool will help CU manage every stage of the hiring process — from writing job descriptions and posting open positions to reviewing applicants, scheduling interviews, making offers, and onboarding new employees.

The goal is to:

- Make recruiting easier and faster for hiring teams
- Improve the experience for job candidates
- Meet legal and university hiring requirements

We need a system that supports the following key features:

- Easy review and approval of job descriptions, with those details connected to job postings
- Automatic posting to internal and external job boards
- Custom hiring workflows to match campus-specific practices
- Tools to manage candidates — filter resumes, send emails, schedule interviews
- Collaboration features so teams can review applicants and share feedback
- Reporting tools to track hiring speed, diversity data, and where applicants are coming from
- Integration with CU's existing tools, like our HR system (Oracle PeopleSoft HCM 9.2), single sign-on (SSO), and background checks
- Simple and accessible user experience for applicants and CU employees

CU uses a position-based staffing model. That means instead of tracking jobs by employee or job title, we define jobs by positions in the HR system. Each position holds its own data, like salary and working hours. These details stay tied to the position, even when different employees occupy it over time. Each position needs a unique job description and approval before recruiting starts. Ideally, the new ATS will manage this step and link key details directly into job postings once approved.

C. PROJECT GOALS:

Our new ATS should help CU:

1. Stay compliant with employment laws and university policies
2. Reduce manual steps by automating workflows and features
3. Organize job-related documents clearly and securely
4. Include job description approvals and workflows in the system
5. Generate useful hiring reports and data dashboards



6. Create a smooth experience for candidates and CU staff

The system should work well for both faculty and staff hiring, across the CU campuses. We want something that's flexible, easy to use, and aligns with our current and future needs — from creating job descriptions and postings to managing candidate materials securely.

D. DELIVERABLES

The ideal system should work well for both faculty and staff hiring across different CU campuses, each of which has unique needs.

The proposed system must be able to:

- Support all types of hiring — faculty and staff, across System Administration, with the opportunity for the four campuses to use the system if they choose.
- Integrate easily with our current HR tools like Oracle PeopleSoft and other internal systems.
- Improve the experience for everyone — from job seekers to hiring teams.
- Handle every part of hiring: writing job descriptions, posting jobs, reviewing applicants, coordinating interviews, and making offers.

In addition, proposals must be clear in their submissions about the following:

- All data storage limitations
- All email sending limits
- System configuration limits, such as:
 - o Number of custom fields
 - o Email templates
 - o Forms
 - o Workflow steps
 - o Data lists
 - o Any other system limitations, or limitations of the platform itself

CU also seeks the following capabilities:

- Secure and organized storage of applicant materials that meets legal and university standards, with audit trails.
- Tools for different users like recruiters, hiring managers, HR staff, search committees, and job applicants.
- A simple and intuitive design so it's easy to use and collaborate, even with complex workflows.
- Built-in tools for job description review and approval, with automatic updates to job postings once a position is approved.
- Reporting capabilities to meet federal hiring requirements (EEO and OFCCP) and support custom reports as needed.
- Strong integration with CU's existing systems and tools — including Outlook, OnBase, Textio, CrossChq, and others.
- Customizable templates and workflows that CU staff can easily adjust without vendor assistance.
- Communication tools that support both scheduled messages and on-the-fly emails — for internal teams and external candidates.
- Flexibility to serve CU's four campuses, each with its own hiring process and employee population.



E. RESPONSIBILITIES

CU is looking for a vendor that will be a strong partner — helping not only with setting up the new hiring system but also supporting it throughout the life of the contract.

What the Vendor Will Do:

- Set up and validate the system, and support CU with final User Acceptance Testing (UAT) for the system to be ready and usable by May 2027.
- Work alongside CU staff for implementation
- Configure the system to match CU's needs and technology
- Provide training and helpful documentation for CU employees
- Ensure the system works well through quality checks
- Offer ongoing support after the system goes live
- Help plan and carry out the move of existing data into the new system
- Build system integrations between the ATS and CU's existing tech
- Create dashboards and reports to help track hiring data

What CU Will Provide:

- Access to staff, systems, and resources needed for planning and setup
- Dedicated employees to work with the vendor during the project
- IT support to help with system setup and integrations
- CU will retain full ownership of its data
- CU must comply with the Colorado Public Records Act, which overrides any other agreements about confidentiality.

F. SYSTEM REQUIREMENTS

CU has outlined a full list of detailed requirements in a spreadsheet (Attachment D - Systems Requirements Gathering Document.xlsx) covering everything from technical features to business needs. This document must be completed as a part of the technical proposal submission, confirming all mandatory requirements are met, or a fit-gap analysis is provided for the requirements not met and are detailed clearly for CU to review for consideration. Desired features must also be addressed in the same manner as the mandatory requirements; with confirmation that the proposed solution meets the desired feature request, or a fit-gap analysis where the proposed solution does not meet the desired feature request. The document must be completed with the existing formatting; proposers must not delete, edit, or alter the document in any other way than completing Columns E and F for each requirement and requested features.

Key System Needs:

- A turnkey, off-the-shelf solution, with configuration options.
- Smooth integration with CU's existing systems (like PeopleSoft, HireRight, HireVue, Outlook, OnBase, Textio, and more)
- Help desk support that works across different browsers, devices, and time zones
- Ability for CU admins to configure the system — templates, dashboards, workflows, access, and troubleshooting
- Respond to both CU and outside email addresses
- Cloud-based software that meets security and accessibility standards
- Provide thorough training and easy-to-use documentation for CU staff
- Organize and store applicant data and job documents in a secure and accessible way
- Have expert staff help CU with setup and support through the implementation
- Transfer data from current systems into the new system smoothly



- Built-in tools for job description review and automatic updates to job postings
- Meet hiring data reporting requirements, including EEO and custom reports
- Let CU staff customize email templates and workflows for different audiences
- Must support System administration, with the ability to support all four CU campuses, each with their own hiring processes

For this project, CU will not consider professional services to develop a third-party platform to meet the requirements of the solicitation. The platform proposed must be a turnkey, off-the-shelf solution developed by, implemented by, and supported by the same single supplier.

G. SERVICE EXPECTATIONS

Vendors must be able to install and launch a fully working ATS system that:

- Allows CU staff to configure workflows, reports, templates, and security features themselves
- Supports “Train the Trainer” method — CU experts will teach other staff
- Includes strong support for each campus during the setup phase
- Offers clear documentation and plans for going live
- Integrates with CU’s other systems, with technical experts to help
- Includes a working test environment just like the live system
- Teaches CU’s tech team how to manage the system after launch

Before rollout, CU and the vendor will agree on a formal plan that lays out:

- The final deliverables
- The individuals responsible for each final deliverable
- A timeline for completion including key milestones
- Criteria for acceptance

Must offer additional services that add value, like:

- On-site visits or training
- Long-term support – dedicated Account Manager
- Industry partnerships
- Knowledge base
- User communities

2. **Minimum Mandatory Qualifications**

Proposers must meet these minimum requirements to be considered for evaluation and award.

- a. The proposed solution must be a turnkey, off-the-shelf solution, with the ability to support CU configurations and must be developed by, implemented by, and supported by the same single supplier.
- b. The proposed solution must be able to support over 100 licensed users with personas specific to their area of work (i.e. administrators, HR staff, etc.).
- c. The proposed solution must also be able to support unlimited non-licensed users with personas specific to their association with the platform (i.e. applicants, hiring managers, etc.).
- d. The proposed solution must have security lockdown features for each persona, i.e., Administrators have access to only the specific data they need, HR staff have access to only the specific data they need, etc. to conduct their work in their roles.
- e. Proposers must have a minimum of 3 years’ experience in project setup, training, data migration, and support higher education institutions, or institutions of similar size and scope.



- f. Must have an assigned service representative/account manager.
- g. Must have an assigned technical support contact or team.

3. Minimum Service Requirements

Proposers must agree to provide the following Minimum Service Requirements during the life of any contract awarded.

- h. Planned Downtime: System updates will be scheduled ahead of time and done during low-use periods. Downtime will be short — 30 minutes or less.
- i. Browser Compatibility: Works with current versions of all major web browsers.
- j. Mobile Access: compatible with mobile devices.
- k. 24/7 Reporting: Vendors must allow around-the-clock issue reporting, especially for security concerns.
- l. Quick Response Times:
- m. Critical issues: Respond within 1–2 hours, resolved in 1–3 days depending on severity
- n. Minor issues: Respond within 48 hours
- o. Security Incident Notifications: CU must be notified of any data breach within 24 hours of detection.
- p. Availability Goals: System should be up and running 99% of the time during busy hours
- q. Performance Goal: Page load times and system responses should take 3 seconds or less on average.
- r. Disaster Recovery: Vendor should have a solid backup plan in case of major service disruptions.
- s. Backups: Data should be backed up regularly — at least once a week.
- t. Data Security: Vendor must follow industry-standard security practices and have strong safeguards in place.
- u. Data Storage Rules: CU data must stay in the U.S. unless CU gives written permission otherwise.
- v. Ongoing Protection: Vendor must regularly review and update security to keep up with new risks.
- w. Must provide a proposal for training staff on use of the platform.
- x. Must provide clear documentation for implementation, maintenance, and troubleshooting.
- y. Must provide a proposal for ongoing customer support, including software updates and security patches.
- z. Must confirm the proposed solution is in compliance with Colorado Senate Bill 24-205; Attachment E of this solicitation.



III. ADMINISTRATION INFORMATION

1. Issuing Office

This RFP is being issued by the University of Colorado (CU or University) through the Procurement Service Center (PSC). This RFP is governed by the University's policies and Procurement Rules in effect at the time of its issuance. The PSC Purchasing Agent listed herein is the sole point of contact concerning this RFP. All communication must be done through the PSC. Prospective and actual Proposers shall not directly contact other CU personnel regarding matters concerning this solicitation.

2. Introduction and Acceptance of RFP Terms

The Proposer, by submitting its proposal, acknowledges that it understands and will agree to the corresponding Exhibits and the Scope of Work, and that the Proposer shall be able to perform as required. Acknowledgement of this condition shall be indicated by the signature of an officer or authorized agent of the Proposer on the CU Solicitation Form which is attached hereto and incorporated here in as Attachment A. A submission in response to this RFP acknowledges acceptance by the Proposer of all terms and conditions as set forth herein. The Proposer shall identify clearly and thoroughly any variations between its proposal and this 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 this RFP.

Proposers shall undertake a detailed review of Attachment C, Sample Agreement and Special Provisions, and submit with their proposal a list of all legal issues or proposed modifications which the Proposer would like CU to consider, should they be selected for award. The Proposer may submit questions regarding the Sample Agreement and Special Provisions using the same method designated for other questions related to this RFP. Proposers are strongly advised to seek legal counsel for advice regarding the Sample Agreement and Special Provisions. CU will not respond to legal questions about the interpretation of a provision of the Sample Agreement and Special Provisions or provide legal advice regarding the Agreement to proposers. CU shall assume that the Sample Agreement and Special Provisions have been thoroughly reviewed and discussed with legal counsel prior to submission of the Proposal. If the Proposer does not identify any issues or proposed modifications to the Sample Agreement and Special Provisions, CU may refuse to consider any proposed revisions received later from the Proposer, if they are selected for award. CU may consider the Proposer's comments in considering whether to select Proposer for award.

The Sample Agreement and Special Provisions are subject to revision or modification by CU at any time. CU reserves the right to modify any term or condition of this Agreement, and to add, delete or modify terms and conditions, as CU's interests may require, prior to execution of a final agreement. **The Sample Agreement and Special Provisions may contain provisions required by Federal, State, and/or University policy, and these provisions may not be revised or negotiated.**

3. Means of Communication

During the solicitation process for this RFP, all communication between the PSC and Proposers will be made via postings on CU's Rocky Mountain E-Purchasing System's (BidNet's) website:

<https://www.bidnetdirect.com/colorado/universityofcolorado>



The PSC will post notices, which include, but are not limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, addenda, and the announcement of the awarded Proposer. It is the responsibility of each potential Proposer to monitor the BidNet website regularly to be aware of changes, communications and/or addenda to solicitation.

4. Interpretation of Proposal Documents

The Proposer may request, in writing, a clarification or interpretation of any aspect of the RFP documents. Such requests must be made via the BidNet website by the due date and time specified in the Schedule of Activities listed on Page 2. CU shall post all questions and answers on the BidNet website following the deadline for submittal of questions as an addendum to the bid. CU will not accept or respond to oral inquiries except for those made at the Pre-Proposal Conference, if applicable. The only 'official' responses are those that are posted to the BidNet website for this RFP.

Should any interested Proposer, sales representative, or manufacturer find any part of the listed specifications or terms and conditions to be discrepant, incomplete, or otherwise questionable, it shall be the responsibility of the concerned party to notify the Purchasing Agent of such matters immediately upon discovery.

Proposers cannot rely on any other statements that clarify or alter any specification or other term or condition of the solicitation.

5. Addenda

CU reserves the right to revise the RFP documents at any time up to the time set for submission of the proposals. Any such revision(s) shall be described in an addendum to the RFP and shall be posted on CU's BidNet website.

If CU determines that the addendum may require significant changes to the Scope of Work, the deadline for submitting the proposals may be postponed by the number of days that CU determines will allow Proposers sufficient time to revise their proposals. Any new submittal deadline date for delivering proposals to CU shall be included in the addendum.

Proposers must acknowledge in the proposal submission that they received all addenda to the proposal documents (see Attachment A). Failure to acknowledge receipt of addenda may disqualify the proposal.

6. CU BidNet Website

It shall be conclusively presumed that the Proposer did, before submitting a proposal and prior to the final proposal deadline, read all addenda, posted decisions and other information items relevant to the RFP which appeared on CU's BidNet website. Proposer may also contact the Purchasing Agent by email at Procurement@cu.edu to confirm all posted information.

Please visit CU's BidNet website which contains such services and information as:

- a. Advertisements for Documented Quote, RFx and IFB opportunities
- b. Status of Documented Quote, RFx and IFB opportunities
- c. Addendums including Proposer questions and responses
- d. Award information



7. Withdrawal of Proposal

A Proposer may withdraw its proposal, up until time of award, by submitting to CU a written request signed by the Proposer's authorized representative. The withdrawal of a proposal does not prejudice the right of the Proposer to submit future proposals.

8. Award

Any resulting contract from this solicitation will be awarded to the Proposer whose overall offer is deemed to be the most advantageous to CU as determined by the evaluation team. The PSC, after review and approval of the evaluation team's written recommendation, will notify all Proposers via a posting on CU's BidNet website of the results of the solicitation evaluation. The posting will be an announcement of the award.

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

9. Protested Solicitation and Award

Any actual or prospective Proposer who is aggrieved in connection with either the solicitation or subsequent award of a contract may protest to the University of Colorado, Associate Vice President/Chief Procurement Officer. 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. Sections IX, C. and IX, D. University of Colorado Procurement Rules.

Regarding the language above, it is important for proposers to note that a protest to the solicitation's requirements or specifications should be made within seven (7) working days of when the item being protested is known or after the Award date whichever comes first.

The announcement of the Award will be made via a posting on CU's BidNet website. The requirement for timely submission of any protest (7 working days) will begin on the first working day following posting of the Award.

10. Rights of CU

CU reserves the right to cancel or modify this RFP at any time and to reject any or all proposals for any reason or for no reason. This RFP is an open and equitable invitation for proposals, and each proposal constitutes an offer to contract that CU may consider in its sole and absolute discretion. Any errors or omissions in a proposal may result in the rejection and disqualification of the entire proposal. Errors, omissions, and other acts that may result in proposal rejection and disqualification include, but are not limited to, failure to strictly comply with the RFP requirements or any applicable policies, rules, or policies; the submission of any inaccurate or false information; any improper communications or collusion involving Proposers; default or termination for cause of any public or private contracts within the past five years; delinquent arrearages owed to CU; and failure to submit proof of licensing or franchise authority and any related exclusivity requirements.

Notwithstanding the broad rights reserved to CU to reject and disqualify any or all proposals, CU may waive any immaterial deficiencies in proposals and may allow Proposers to cure any such



deficiencies if an opportunity to cure is determined by CU to be in CU's best interests. If given an opportunity to cure, Proposers will be notified of the allotted time to correct the identified deficiency; failure to correct the deficiency in the time allotted may result in proposals being deemed non-responsive and disqualified. CU's waiver of an immaterial deficiency will in no way modify the RFP or excuse Proposers from full compliance with all RFP specifications. CU may exercise the foregoing rights at any time without notice and without any liability whatsoever to any Proposer or other party. By responding to this RFP, each Proposer is deemed to accept and agree to all terms and conditions and to waive any rights to challenge CU's determinations regarding proposal deficiencies in accordance with this section.

During the evaluation process, CU reserves the right to request additional information from any Proposer, to seek clarification of information provided, to conduct its own due diligence with respect to any Proposer or proposal, reference checks, or any other investigations deemed necessary.

11. Confidentiality of Records

Documents submitted to or created by the University in response to this solicitation are subject to the Colorado Open Records Act (C.R.S. § 24-72-201 *et seq.*) ("CORA"). In accordance with the University policies and procedures, all documents submitted to or created by the University in response to this solicitation are confidential and privileged and may not be inspected until an award is made or the solicitation is cancelled by the University. An award is made when the University formally executes a contract resulting from this solicitation. A solicitation is cancelled when notice of such cancellation is posted on University's BidNet Website.

CORA requires the University to withhold certain information, including trade secrets, confidential commercial and financial data, or privileged information. To designate portions of the solicitation as confidential, Proposer must:

1. Mark the cover page as follows: "This response to the Solicitation Name and Number includes trade secrets, confidential financial data, or other privileged information."
2. Mark each sheet or data to be restricted with the following: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the cover page of this response to the solicitation."
3. Provide a separate secondary proposal in BidNet with a redacted copy of your entire response to this solicitation. Proposer is responsible for properly and adequately redacting any data which Proposer desires to remain confidential. If entire pages or sections are removed, a page indicating that the page or section has been redacted must represent the redacted pages. Failure to provide a secondary response with a redacted copy may result in disclosure of an unredacted copy under CORA.
4. Provide a written explanation of the basis under which each redacted item has been deemed confidential, making reference to the exception under CORA and/or any other law restricting disclosure.

Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary.

A request for non-disclosure of your proposal under the guidelines stated above does not guarantee it can be withheld under CORA. The Proposer's opinion as to what constitutes trade secret, confidential financial data, or privileged information is not binding on the University when



responding to a CORA request. Where a CORA request is made to inspect or copy proposals or other documents related to this opportunity, the University has sole discretion to determine whether information or records must be provided under CORA.

12. Proposer Agreements

Proposers may submit proposed agreements of any form (contracts or documents) that contain supplemental terms and conditions that the Proposer desires to be considered by CU for inclusion in the contract. Such forms may include Proposer's software licensing agreements, maintenance contracts, and technical support agreements. By accepting delivery of these items, CU is not bound to accept them as part of an ensuing contract. CU may negotiate such supplemental terms and conditions that do not materially conflict with the contract terms and conditions detailed in this RFP and do not materially change the nature of this solicitation or adversely affect competition. If the parties cannot agree on the terms of the contract, including any terms desired by Proposer, CU may terminate negotiations with the Proposer and enter into a contract with another responsive Proposer.

13. Certification of Independent Price and Work Determination

By submission of this proposal, each Proposer, and in the case of a joint proposal, each party thereto, certified, that, in connection with this procurement:

- a. Prices and specific work processes 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 Proposer or with any competitor, or with any party contracted by CU to design and/or manage all or part of the program or work of which this RFP is a part;
- b. Unless otherwise required by law, the prices quoted and specific work processes described in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor or to any party contracted by CU to design and/or manage all or part of the program or work of which this RFP is a part; and
- c. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Further, each person signing Attachment A, CU Solicitation Form, for this proposal certified that:

- d. They are the person in the Proposer's organization responsible for the decision as to the prices being offered herein and that they have not participated, and will not participate, in any action contrary to subsection a through c above; or
- e. He / She is not the person in the Proposer's organization responsible for the decision as to the prices being offered herein but that they have 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 subsections (a) through (c), above, and as their agent does hereby so certify; and they have not participated, and will not participate, in any action contrary to subsections (a) through (c), above.

A proposal will not be considered for award where subsections (a), (c), (d) or (e), above, have been deleted or modified. Where (b) above has been deleted or modified, the proposal will not be considered for award unless the Proposer furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and CU's Sr. Director of Procurement &



Sourcing, or their designee, determines that such disclosure was not made for the purpose of restricting competition.

14. Designation of Subcontractors

The Proposer shall describe the qualifications of each subcontractor which it intends to use and the percentage and scope of the work which will be assigned to each of them. Resumes for the subcontractor's key personnel must be included. CU encourages use of small businesses wherever viable. CU will need to vet and approve identified subcontractor(s).

Proposers who submit a proposal in response to this RFP are precluded from participation as a subcontractor with any other Proposers who submit a proposal for this RFP. However, subcontractors may be named on more than one (1) proposal. Subcontractors who are named in more than one proposal are prohibited from sharing information about one Proposer with another Proposer or utilizing such information to assist in the preparation of another proposal.

15. Payment

Appropriate clarifications and additions to the Scope of Work may be made during negotiations with the successful Proposer. It is the intent of CU to enter into a Contract in which the Proposer will be paid pursuant to the terms of the Contract.

16. Insurance Requirements

Proposer shall adhere to all insurance requirements stated in Attachment B, which are attached hereto and incorporated herein by reference.

17. Governmental Immunity

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, protections, 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. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

18. Conflicts of Interest

Pursuant to CRS §§24-18-201 and 24-50-507, the signatories aver that to their knowledge, no employee of the University has any personal or beneficial interest whatsoever in the service or property described in this contract. Proposer has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services and Proposer shall not employ any person having such known interests.

19. Form of the Contract

A condition of the Proposer's response shall be that the contract resulting from the award to the Proposer shall be in the form required by current Colorado statutes, University of Colorado Procurement rules and Fiscal Procedures. The contract will include all such terms and conditions required by these statutes and rules. If the Proposer's forms (or parts of forms) are included as attachments or exhibits in the final contract, the Proposer agrees that where there are contradictions or inconsistencies, the terms of the contract shall always supersede, manage, and control those of any such attachment or exhibit. Further, the terms of the solicitation and of the successful Proposer's response to the solicitation (the "Response") shall be incorporated into the final contract, with the contract taking precedence over either the solicitation or the Response, and the solicitation taking precedence over the Response in the event the documents conflict.



The contract will state that Colorado law shall govern the contract and that the Proposer must agree to indemnify the University. A commercially reasonable version of the following language shall appear in the contract:

“The supplier shall indemnify, save, and hold harmless the University, 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 supplier, or its employees, agents, subcontractor or assignees pursuant to the terms of this Contract”.

The University is precluded from indemnifying any parties, including proposers.

The contract shall include the “Special Provisions” which are required pursuant to the University of Colorado Fiscal Procedures. The “Special Provisions” are included with the Sample Agreement.

Proposer and the University agree to incorporate RFP requirements and Proposer’s Response into the resulting contract. In the event of any conflict or inconsistency among the following documents, the documents will control in the following order: (a) the contract, any addenda or exhibits, as amended from time to time, (b) the RFP including any attachments or addenda, and (c) Proposer’s Response including any attachments and addenda.

20. Solicitation Response and Material Ownership

All material submitted regarding this solicitation becomes the property of the University, unless otherwise noted in the solicitation.

21. Incurring Costs

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

22. Determination of the Responsibility of the Proposer

The University of Colorado Procurement Rules state that a Purchasing Agent shall make purchases from, and award Contracts to, Responsible Proposers only. CU reserves the right to make its Proposer responsibility determination at any time in this solicitation process.

Factors to be considered in determining whether the standard of responsibility has been met include whether a Proposer has:

- a. availability of the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate the capability to meet all contractual requirements;
- b. a satisfactory record of performance;
- c. a satisfactory record of integrity;
- d. the legal authority to contract with CU; and
- e. supplied all necessary information in connection with the inquiry concerning responsibility.

The Proposer shall supply information requested by CU via email concerning the Proposer’s responsibility. CU reserves the right to request further information as it deems necessary to determine the Proposer’s responsibility. If the Proposer fails to supply the requested information,



CU shall base the determination of responsibility upon any available information or may find the Proposer non-responsible if such failure is unreasonable.

23. Amendment Process

The successful Proposer will notify CU in advance of any expected charges due to general changes requested. The successful Proposer will submit a written amendment request which will contain an estimate of the additional charges for written approval. Work shall not proceed with the requested changes until a fully signed amendment is received by the successful Proposer from CU.

24. Invoicing

All out-of-pocket expenses such as production, subcontractor, messenger, and shipping charges will be billed at direct cost with no markup. The CU team must approve all invoices and expenses in advance before they are submitted for payment.

25. Procedure for Invoice Payments

Successful Proposer will facilitate monthly review of invoices to deliverables received before invoices are submitted for payment and any burn rate to budget. If the pre-agreed upon deliverables are not 100% satisfactory to CU, then CU reserves the right to contest the invoice. CU will provide a written explanation as to what deliverables were not met and both parties will agree to seek resolution. During this period CU may release partial payment for invoiced deliverables that were satisfied. Should partial payment be required, or a credit, a revised invoice and/or credit memo, based on deliverables met will be supplied by the successful Proposer.

26. Audit

CU reserves the right to conduct a price verification review and/or contract compliance audit of the successful Proposer at least twice yearly and more often if deemed necessary. The successful Proposer shall be willing to provide information on cost without reservation. The purpose of conducting a routine price verification review is to confirm that the amounts invoiced are in accordance with the terms of the contract. Under normal circumstances CU will give a lead-time of approximately one month for routine price verification review for a period not exceeding six months prior to the audit date.

If during a price verification review sufficient irregularities are detected to cause concern on the part of CU, additional information may be requested including any history during the life of the contract.

If at any other time CU identifies any irregularities in the administration of the contract, or the successful Proposer as acted in such a way as to give just cause to suspect a violation of the contract, a price verification review and/or audit may be conducted with a minimum notice to investigate and correct a problem.

CU expects full restitution of any mistakes found to be in CU's favor during an audit, and that full action is taken to correct any procedures that allowed the mistake to happen. Recurring discrepancies could result in termination of the contract.

27. Travel Expenses

All travel must be pre-approved by CU. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Colorado travel, meal, and lodging



reimbursement guidelines applicable to employees of the State of Colorado (<https://osc.colorado.gov/financial-operations/fiscal-rules-procedures/travel-fiscal-rule>).

Certain Colorado travel policies cite the GSA policies, which are located here: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

28. Non-Exclusive Agreement

It is expressly understood that the resulting contract will not grant the Proposer an exclusive privilege to furnish to the University any or all types of products and services which are the subject of this agreement that the University may require. The University reserves the right to contract with others for the purchase of products and services that are identical to the products and services which are the subject of this RFP.

29. Non-Discrimination

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

30. News Releases

Neither the University, nor the Proposer, shall make news releases pertaining to this RFP prior to execution of the contract without prior written approval.

31. Taxes

The University of Colorado, as a public institution of higher education of the State of Colorado, is exempt from all federal excise taxes under Chapters 32 and 33 of the Internal Revenue Code and from all Colorado State and local government sales and use taxes (see C.R.S. 39-26-114(a) and 203).

For General Information: <http://www.cu.edu/psc/tax-exempt-status-0>

For Certificate Information: <https://www.cu.edu/psc/policies/tax-exempt-certificates>

32. Assignment and Delegation

Neither party to any resulting contract may assign or delegate any portion of the contract without the prior written consent of the other party.

33. Standard of Conduct

The successful Proposer shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary. The University may request the successful Proposer to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

- a. Neglect of duty.
- b. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
- c. Theft, vandalism, immoral conduct, or any other criminal action.
- d. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the University.

34. Other Applicable Statutes

- a. By submission of a response, the Proposer avers that he/she is familiar with Colorado



Revised Statutes, 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation of such provisions is present.

- b. By submission of a response, the Proposer avers that to his/her knowledge, no University of Colorado employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-5.

35. Cooperative Purchasing

Successful proposer(s) shall make available to other University departments, and Colorado state agencies or political subdivisions ("Participating Entity") any and all items specified herein at the contract prices(s) established herein. If a Participating Entity exercises this option, it shall be understood and agreed that such an arrangement does not bind either the Participating Entity or the successful proposer(s) to the terms, conditions or prevailing awards generated through this RFP; nor does it preclude any Participating Entity from pursuing a purchase or purchases through their own contracting methods with another vendor.

It shall be further understood and agreed that CU is not a legally binding party to any contractual agreement made between a Participating Entity and the successful proposer(s) as a result of this RFP. Each Participating Entity which determines to enter into a contractual arrangement with the successful proposer(s) shall establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, and issue its own exemption certificates as required by the successful proposer(s).

36. IT Security and Compliance

A. Proposer shall use its reasonable best efforts to ensure that the Platform/Proposed Solution is developed and deployed using secure coding practices and business processes in a manner that minimizes security flaws within the Platform. Proposer will notify the University in the event that Proposer makes material changes in those practices and processes.

B. Proposer will maintain and enforce safety and security procedures with respect to its access and maintenance of Client Data (i) that are at least equal to industry standards for such types of locations, (ii) that are in accordance with reasonable The University security requirements, and (iii) that provide reasonable appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of Client Data accessible by Proposer. Proposer will not be responsible for the accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of Client Data by The University or its service providers.

C. All Client Data must be stored in an encrypted format and secure environment that protects the Client Data from unauthorized access, modification, theft, misuse, and destruction whether it resides in a repository or while in transit over networks.

D. All Client Data shall be stored in the United States at all times.

E. At the time of signing an Agreement with The University, Proposer shall provide the name and address of any third party host who will be storing Client Data, and Proposer shall provide The University at least thirty (30) days' prior written notice of a change of the third party host of the Client Data, unless an emergency requires otherwise.



- F. Proposer shall notify The University within twenty-four (24) hours of any breach of security (whether physical, data, or network) that results in the unauthorized access to Client Data.
- G. Proposer shall notify The University within seventy-two (72) hours of any dispute between Proposer and its third-party host.
- H. During the term of any Agreement between The University and Success Proposer, The University may, but is not obligated to, perform audits of the Proposer environment, including unannounced penetration and security tests, as it relates to the receipt, maintenance, use, or retention of Client Data. The University agrees to give Proposer twenty-four (24) hours prior notice of any such audit. The security audit may include, but not be limited to, the use of any third party commercially available software/platform security testing tools. If, based on the security audit, the software/platform is determined to be insecure, then upon written notice of such non-secure status, Proposer, at its cost and expense, shall use its commercially reasonable best efforts to remedy the security flaws by modifying or replacing the software/platform within thirty (30) days of receipt of such written notice (the "Security Remedy Period"). Upon receipt of revised software/platform and notice from Proposer that the security flaws have been remedied prior to the end of the Security Remedy Period, the software/platform shall again be subject to a security audit at Proposer's expense. Notwithstanding any provision of the Proposal to the contrary, if the software/platform is determined to be insecure and remains insecure at the end of the Security Remedy Period, The University shall be deemed to have not accepted the software/platform under the terms of any Agreement unless The University in its sole discretion otherwise expressly agrees in writing to accept the software/platform notwithstanding that it is deemed to be insecure in accordance with this paragraph. With respect to any Agreement between Proposer and The University, Proposer agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits with reasonable time frames.
- I. Proposer agrees to only use Client Data for its intended use under executed Contract Documents, and not to "mine" any of the Client Data for any purpose.
- J. Services provided by Proposer and any associated cloud service provider must comply with the requirements of the most current Criminal Justice Information Services ("CJIS") Security Policy.
- K. Proposer and any associated cloud service provider must ensure that Client Data is portable to other systems and interoperable with other operating systems to an extent that does not compromise the security and integrity of the Client Data.
- M. FERPA. Student education records are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, et seq. and the regulations promulgated thereunder. Such information is considered confidential and is therefore protected. To the extent that Contractor has access to "education records" under this contract, Contractor acknowledges it will be considered a "school official," as each of these terms are defined under FERPA, and agrees it will comply with the requirements in FERPA concerning the confidentiality and release of education records. In compliance with FERPA, Contractor agrees that it shall not use education records for any purpose other than in the performance of this Agreement.



IV. PREPARATION OF PROPOSAL

1. Preparation of Proposal – Proposal Forms

The proposal shall be submitted in accordance with and meet all requirements set forth herein. The Proposer shall fill in all blank spaces in the applicable Proposal Forms and initial all interlineations, alterations, or erasures in its proposal. The Proposer shall not delete, modify, or supplement the printed matter on the forms which are included in "Attachment A, CU Solicitation Form" or make substitutions thereon. The Proposer's completed Proposal Forms, Technical Proposal, and Cost Proposal Form shall constitute its proposal. It shall be conclusively presumed that the Proposer did, before submitting a proposal, read all addenda, posted decisions and other information items relevant to the RFP that appeared on CU's BidNet Website.

An authorized representative of the Proposer shall execute Attachment A, CU Solicitation Form.

- a. If the Proposer is a corporation, it shall prior to execution of the resulting Contract, provide a certificate from the Secretary of State, showing that it is qualified to do business in the State of Colorado. Contact the Secretary of State for Colorado at (303) 894-2200 for information on obtaining such certification.

2. Preparation of Proposal – Technical Proposal

A. GENERAL

The Proposer shall prepare its proposal in the format described below and must ensure that each page of its proposal is identified with the:

- a. RFP #
- b. Proposer's name
- c. Page number

B. FORMAT

Proposals shall meet the following formatting requirements:

- a. Proposals shall be printable on 8 ½" x 11" paper.
- b. Proposals shall use the font type and size of Times New Roman 12 point.
- c. **Proposals shall be in a format and in the order the Technical Proposal is listed below.**
- d. Proposals shall include a table of contents.
- e. Proposals shall include tabbed or bookmarked sections as appropriate.
- f. **The Technical Proposal shall not exceed 25 pages.** This page limit does not include the cover letter, table of contents, resumes, additional pages (which must be separate) with comments or proposed changes to the Sample Agreement and Special Provisions, tabs, or CU-required forms.
- g. Resumes shall be limited to (1) page per individual. Please attach resumes to the end of your proposal after additional information.
- h. Proposals which contain unnecessarily elaborate artwork are discouraged.
- i. Proposal shall be submitted as an electronic document in an un-secured/un-password protected Adobe Acrobat (.pdf) format.
- j. The cost proposal shall be submitted separately from the main proposal.



3. **Technical Proposal Contents**

This section describes the required contents for your proposal. The proposal is to be organized as follows:

Cover Letter

The Proposer shall prepare a cover letter, not exceeding (2) pages in length, which summarizes the key points in the proposal. It shall include the following:

- a. Provide key contact information, including phone number and email address.
- b. Confirm that you meet the Minimum Mandatory Qualifications listed in Section II above.
- c. Confirm that you will comply with the Minimum Service Requirements listed in Section II above.
- d. State any proposed exceptions or deviations you may have with any term, condition, or requirement listed in this solicitation, including the sample contract terms. CU reserves the right to summarily decline any proposed exceptions, or deviations which are not included in the Cover Letter.

Technical Proposal Contents
A. Software features and technical capabilities
B. Document management handling
C. Project timeline and rollout plan
D. Support and training offerings
E. Proposer experience and qualifications

- A. Software features and technical capabilities: Provide a synopsis of the proposed software platform. Identify the features and main benefits of the proposed solution. Details its features and technical capabilities, and how it meets or exceeds the minimum requirements as defined in the scope of work. Complete the Systems Requirements Gathering Document for the proposed software platform and attach it to this section. Confirm the proposed software platform is in compliance with Colorado Senate Bill 24-205; Attachment E of this solicitation.
- B. Document management handling: Provide a comprehensive description of the proposed platform's document management capabilities. Explain how documents are uploaded, stored, organized, and retrieved within the platform. Detail supported file types and size limitations. Describe the version control features, including tracking changes, rollback capabilities, and audit trails. Detail role-based access controls and permission settings for document viewing, editing, sharing, and deletion. Describe customization options for document workflows or templates.
- C. Project timeline and rollout plan: Provide an estimated timeline for when major milestones and deliverables will be completed. Provide a description of the work to be performed, including goals, methods, deliverables, and appropriate technical details. This section should include a comprehensive list and description of proposed deliverables and milestones and how they meet the university's described needs in the RFP and associated materials like business requirements. Outline how the proposed scope of work will be accomplished. Detail the method and approach used to manage the overall project, including how the proposer will work with and correspond with the university.



- D. Support and training offerings: Provide a description of your technical support model, including hours of availability, support channels (e.g., phone, email, chat), and geographic coverage. Include an overview of your escalation procedures and how critical issues are handled. Detail how your support model meets the minimum service requirements in the scope of work. Provide information on dedicated account management or customer success services. Provide a description of your onboarding and training approach for both administrators and end-users. Describe your proposed training formats (e.g., live virtual sessions, on-demand videos, documentation, in-person training). Confirm and describe if there are any ongoing training opportunities, including updates aligned with product changes or enhancements. Confirm and detail any options for customized training tailored to our organization's needs.
- E. Proposer experience and qualifications: Provide a summary of the company's background and experience, that addresses: company history; vision, mission, and core values; and the 3 years' experience with implementing projects to higher education, or other similar markets, consistent with the stated Scope of Work as described in this solicitation. Provide a brief description of the company's financial standing that demonstrates the company's financial stability.

4. Cost Proposal Form and Content

- a. Provide a rate sheet that details your pricing structure for services relevant to the goals, objectives and deliverables outlined in Section II, Scope of Work, such as: account management, public procurement and responsible procurement principles development, selecting sub-tier suppliers process development, data and analytics reporting, etc. This breakdown of your pricing structure should include any and all hourly rates, project fees, contingency fees, retainer fees, and terms of payment that may apply to the Scope of Work.
- b. Renewal pricing shall be determined prior to renewal. The successful Proposer shall submit pricing the renewal periods and documentation/justification of any price increases.
- c. Offer of Value-Added Products and/or Services
 - i. If a solicitation response includes an offer of value-added products and/or services, such an offer shall be inserted in this section and include associated pricing and any other information relevant to such value-added offer. However, the University is not obligated to purchase value-added products or services.

IMPORTANT: Remember the following as you complete **the cost proposal sheet:**

Estimated proposal prices are not acceptable. Proposal prices shall be your best offer, unless otherwise stated in the solicitation. The proposal price, while an important part of the offer, is not the only criterion that will be considered in determining the apparent successful Proposer.



V. EVALUATION OF PROPOSALS

1. **Evaluation of Proposals**

CU's Evaluation and Selection Committee (Evaluation Committee) will review and evaluate the proposals in accordance with the Evaluation Criteria below, the Proposer's demonstrated experience and the Proposer's qualifications as they relate to the scope of services required. The Proposer's ability to present its proposal in writing in a clear, concise, and organized manner will be considered in the evaluation. Responsive Proposers may be required to participate in oral presentations to be held in the presence of the Evaluation Committee. CU may, in its sole discretion, consider the Proposer's comments on the Sample Agreement and Special Provisions. CU shall then, taking into consideration the recommendations of the Evaluation Committee, attempt to negotiate a Contract with the Proposer which it considers the most qualified, responsive, and responsible.

Any scoresheets, notes, deliberations, and ultimate conclusions of the Evaluation Committee will be kept strictly confidential up through and after award of the opportunity and are protected by the deliberative process privilege. The Evaluation Committee's function is to assist the PSC in determining which proposal(s) to recommend for award. However, the PSC has the sole and absolute discretion to recommend any proposal for award deemed to be in accordance with the best interests of CU. Proposers may not contact members of the Evaluation Committee for any reason whatsoever once this RFP is issued.

2. **Past Performance**

Each Proposers past performance *may* be reviewed as part of the University's overall evaluation. This evaluation will consider past performance information submitted as a part of such Proposers proposal, including but not limited to, information regarding predecessor companies, key personnel who have relevant experience, and subcontractors performing major or critical aspects of the service(s) if such information is relevant. Proposers without a record of relevant past performance or for whom information on past performance is not available will receive a neutral past performance rating. The University will consider Proposers performance on past or current University contracts with requirements similar to the University requirements for this Contract. The University will consider information provided by Proposer regarding any problems encountered on the identified contracts and any associated corrective actions.

3. **Shortlisting and Oral Presentations (If Necessary)**

The Evaluation Committee will prepare an initial evaluation, in accordance with Section VI. The Evaluation Committee may, at its discretion, invite the highest ranked Proposers for virtual or in-person interviews. Such presentations and/or site visits will be at the Proposer's expense.

Interviews are an opportunity for members of the Evaluation Committee to ask questions and/or seek clarification of proposals from Proposers. The Evaluation Committee may provide questions to Proposers in advance of the interview. In the interest of minimizing Proposers' costs, the following rules will apply to interviews:

Proposers invited to an interview **may not:**

- a. Bring merchandise, gifts, or any other leave-behinds for the Evaluation Committee;
- b. Introduce new information at interviews not in the original written proposal;
- c. Change or alter the proposed business terms or concept in any way.



Proposers may provide written answers to any questions provided in advance by the Evaluation Committee.

All invited Proposers may be asked to prepare a presentation, lasting no longer than 90 minutes, explaining the company's strong points in each area of the evaluation criteria. The presentation will be incorporated into the time allotted for the interview; no additional time will be provided.

Following interviews, if any, each member of the Evaluation Committee may revise its initial evaluation. The Evaluation Committee's work is complete when the award is published on the BidNet website.

4. Best and Final Offers

CU, at its discretion, may utilize a Best and Final Offer (BAFO) stage after submission and prior to award to clarify the Scope of Work, assure full understanding of, and responsiveness to, the solicitation requirement, update pricing, or any other component of the RFP identified by CU. In BAFO discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers. The Contract Administrator Agent shall coordinate the Proposer's responses for review by the Evaluation Committee. The Contract Administrator shall be the SOLE point of contact throughout the process for all Proposers. If CU requests a BAFO stage, Evaluation Committee members may revise their initial scores based upon additional information and clarification received in this phase. In lieu of revising scoring, CU reserves the right to evaluate BAFOs by use of a narrative.

5. Evaluation Criteria

In preparing responses, Proposers shall describe in detail how they propose to meet the specifications detailed in Section II, Scope of Work. Specific factors will be applied to the proposal information to assist CU in selecting the most qualified Proposer(s) for this opportunity. The evaluation criteria that will be used to evaluate submitted proposals is listed below, in no particular order of preference.

Evaluation Criteria
Software features and technical capabilities
Document management handling
Project timeline and rollout plan
Support and training offerings
Proposer experience and qualifications
Overall cost



VI. ATTACHMENTS

The following attachments relative to this RFP are provided through BidNet as separate attachments to this solicitation.

- A. CU Solicitation Form
- B. Sample Agreement and Special Provisions
- C. Insurance Requirements
- D. Systems Requirements Gathering Document
- E. Colorado Senate Bill 24-205