



COLORADO

Governor's Office of Information Technology

Focused-Solicitation Opportunity Professional Services Vendor Pool: *Data Pipeline Modernization and Re-platform*

Colorado State Network (CSN) Professional Services Vendor Pool:

The contractor shall join a pool of vendors, per RFP 2021000270 to provide the State with professional services (security, cloud connectivity and infrastructure support) on an as-needed basis.

At its sole discretion, CDE will award the resulting task order based on the most advantageous offering. While a single award is anticipated, multiple may be issued and additional related solicitations may follow.

Appendix A Administrative Information

Table of Contents

SECTION 1.0	COMMUNICATION	1
1.1.	SOLE POINT OF CONTACT	1
SECTION 2.0	SCHEDULE OF ACTIVITIES	1
2.1.	INQUIRIES	2
2.2.	ORAL PRESENTATION/INTERVIEWS	2
2.3.	CLARIFICATIONS	3
SECTION 3.0	GENERAL INSTRUCTIONS	3
3.1.	PROPOSAL SUBMISSION DEADLINE	3
3.2.	PROCEDURE FOR SUBMISSION OF CONFIDENTIAL / PROPRIETARY INFORMATION	3
3.3.	PROPOSAL MATERIALS OWNERSHIP	4
3.4.	NOTICE	4
SECTION 4.0	PROPOSAL CONTENT ACCEPTANCE	4
4.1.	CONTRACT TERMS AND CONDITIONS	4
SECTION 5.0	CONTRACT FUNDING	5

SECTION 1.0 COMMUNICATION

Communication with Vendors on the Governor's Office of Information Technology's Professional Services Vendor Pool will be via direct email to the point of contact listed on the Vendor's proposal. Notices may include modifications, addenda, responses to inquiries and the announcement of the Vendor selected to complete the work. It is the Vendor's responsibility to check their email for notices, changes, additional documents or amendments that pertain to this project request. The original OIT Professional Services Vendor Pool was solicited via a Request for Proposal process, this request to the vendor pool is therefore more of an informal process used to select a vendor from that pool of already solicited and awarded vendors.

1.1. SOLE POINT OF CONTACT

The Department's sole point of contact for this project request is:

Governor's Office of Information Technology

OIT_purchasing@state.co.us

with a CC to: Mike Whalen, Governor's Office of Information Technology

mike.whalen@state.co.us

All solicitation documentation may be found at the following URL:

SECTION 2.0 SCHEDULE OF ACTIVITIES

The schedule of key activities for this project request is as follows:

ACTIVITY	ESTIMATED DATES¹
Project Request Notice Emailed Out to Procurement Pool Vendors	December 13th, 2022
Inquiry Deadline	December 29th, 2022 3:00 p.m. Mountain Time
CDE intends to send responses to inquiries (estimated)	January 6th, 2022
Proposal Submission Deadline	January 17th, 2022 3:00 PM Mountain Time
Vendor Interviews (if determined necessary by the Department)	January and February, 2023
Intent to Award	TBD

¹NOTE: The Department reserves the right to revise the estimated dates in this schedule. If revisions are made prior to the Proposal Submission Deadline, changes will be made via a modification to this project request.

2.1. INQUIRIES

Inquiries received by the inquiry deadline listed in the table above will be responded to by the Department and sent to vendors via e-mail. Inquiries received after the inquiry deadline may not receive a response. Vendors are encouraged to submit all inquiries before the deadline specified in Section 2.0., Schedule of Activities

Prospective Vendors shall submit all inquiries by electronic mail (e-mail) to the contact listed in Section 1.1.

The e-mail should include the following:

- The official project title (as depicted on the cover sheet of this document) listed in the e-mail subject line.
- Inquiries are to be in a WORD attachment to the email. The WORD attachment should list the section or line numbering in this project request that precedes the text on which the inquiry is based. Follow the text with the prospective Vendors' question(s) pertaining to that text in the project request.
- Vendors are strongly encouraged to utilize the following format when submitting any inquiries:

Question No.	Reference Document	Section Language	Question
1	Example: Epics and User Stories – DPM Student Interchange PoC, Row 9	Example: 1. User can navigate to a CRUD interface that displays the records for their current scope and permissions, i.e., dataset, file type, school year, and organization.	Example: Will the Department please clarify what the CRUD interface is?

Vendors shall not rely on any verbal statements that alter any specification or other term or condition of the project request.

2.2. ORAL PRESENTATIONS/INTERVIEWS

CDE, at its discretion, may request any one or all Vendors to provide presentations or attend interviews. Not all Vendors may be asked to make such presentations/interviews. Vendors should not assume that they will have an opportunity for presentations or interviews, so they should submit their most favorable written proposal. The Vendors whose proposals are deemed to be most reasonably likely to be considered for the project may be invited to demonstrations/interviews. CDE may also, at its sole discretion, decide not to conduct interviews.

The participating Vendor's team must include the proposed project manager identified in the proposal. Additional Vendor personnel intended to be active, ongoing participants in the project may be requested to attend. Such presentations and interviews will be at the Vendor's expense.

2.3. CLARIFICATIONS

The Department may seek clarification from Vendors for the purpose of promoting understanding of the Department's requirements and the Vendor's proposal, to clarify requirements, and adjust services to be performed.

SECTION 3.0 GENERAL INSTRUCTIONS

Vendors should adhere to the format prescribed and content required for proposal responses. Vendor should:

- **Complete the vendor Response Workbook by answering all questions listed in that workbook.** Provide complete responses. There is no page limit for proposal responses; however, the Department does not desire nor encourage unnecessary tables, graphs, photographs or marketing materials; or attachments that have not been requested. If vendors do not complete all questions in the Response Workbook, CDE, at its discretion, may decide not to review vendor's submittal.
- **Complete the Pricing Worksheet with the relevant personnel for this project and the rates as bid and contracted for pursuant to the OIT Professional Services Vendor Pool.**
- **Review and submit the Approval Form for the Education Data Exhibit and submit any requested redlines as detailed in Section 4.1 below.**

3.1. PROPOSAL SUBMISSION DEADLINE

Vendor proposals received after the submission deadline, at CDE's sole discretion, may not be considered. Vendors must email their proposal to the contact listed in Section 1.1.

It is the responsibility of the Vendor to ensure that the Department receives Vendor's complete proposal package on or before the Proposal Submission Deadline.

3.2. PROCEDURE FOR SUBMISSION OF CONFIDENTIAL / PROPRIETARY INFORMATION

When submitting a proposal, the vendor may request restrictions on the use or inspection of material contained within the proposal if allowable pursuant to the Colorado Open Records Act, C.R.S. Title 24, Article 72, Part 2.

If requesting confidentiality of information, Offeror must provide with their e-mailed proposal:

- A written statement indicating what portion of the Colorado Open Records Act, C.R.S. Title 24, Article 72, Part 2, applies to the suggested confidential/proprietary information which would allow for the material to be exempted from CORA. The letter must also specifically state what elements of the proposal are to be considered confidential/proprietary.
 - The entire proposal with all confidential/proprietary information redacted.
- 3.3. Therefore, if submitting a proposal with items redacted, Offeror must email two proposal files: one original version with NO redactions. And one redacted proposal with the letter and the entire proposal with the confidential/proprietary information.
- 3.4. Neither a proposal in its entirety nor the proposal cost/price information will be granted confidential/proprietary status. Any information that will be included in any Contract resulting from this solicitation cannot be considered confidential.

- 3.5. After a decision regarding the vendor to provide the project work has been made, the proposals will be open to public inspection pursuant to the Colorado Open Records Act, subject to any continued prohibition on the disclosure of confidential data.

The Department will make a written determination as to the apparent validity of any written request for confidentiality. The written determination will be sent to the Offeror.

3.6. PROPOSAL MATERIALS OWNERSHIP

All products and materials submitted in response to this project request become the property of the State of Colorado at the Proposal Submission Deadline, unless otherwise noted in this project request. This project request does not commit the Department to enter into a contract or to pay any costs incurred in the preparation of a proposal. All costs incurred by a Vendor in responding to this project request shall be borne by the Vendor.

3.7. NOTICE

Vendors will be notified of the vendor or vendors selected to perform the Work via e-mail. The Department may enter into task orders with one or multiple vendors for this project request.

SECTION 4.0 PROPOSAL CONTENT ACCEPTANCE

A Vendor shall identify clearly and thoroughly any variation between its proposal and the Department's project request requirements. 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 project request. By submitting a proposal the Vendor affirms its acceptance of the terms and requirements of the project request.

The contents of the proposal of the successful Vendor, including persons specified to implement the project, will become contractual obligations if acquisition action ensues. Failure of the successful Vendor to accept these obligations in a contracting instrument may result in cancellation of the award and such Vendor may be removed from consideration for future project requests.

A contract will be offered to the successful Vendor and, upon successful completion of negotiations, will be signed by both parties.

4.1. CONTRACT TERMS AND CONDITIONS

The Vendor chosen to perform this work will agree to a task order being executed pursuant to the vendor's existing contract for the OIT Professional Services Vendor Pool. The legal terms and conditions of that master contract will apply and be binding on the work performed pursuant to this project for CDE.

Should the contract, including a more detailed statement of work agreed to by CDE and the vendor, not be completed and agreed to by both parties within 10 calendar days following notice of the selection of the Vendor, through no fault of the Department's, the Department, at its sole discretion, may elect to select a different vendor for this project.

In addition, CDE has a statute regarding privacy that is applicable and specific to CDE. In addition to executing a task order, the vendor assigned to this work will need to sign CDE's Education Data Exhibit attached hereto. By submitting a proposal, the Vendor confirms its willingness to agree to the Education Data Exhibit.

Vendors shall comply with existing privacy/security standards established by the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. Section 1232g; 34 CFR Part 99), the Student Data Transparency and Security Act (C.R.S. §§ 22-16-101, *et al.*), and any other applicable laws, and to the Department's data privacy and security policies.

If the Vendor is not willing to accept all terms and conditions of the Educator Data Exhibit, the Vendor should provide a statement of explanation and a listing of all exceptions the Vendor requires when submitting its proposal. The request must include a listing of all changes, additions or exceptions desired, an explanation of why Vendor is requesting each change, addition or exception, and the specific effect it will have on the Vendor's ability to perform the requirements of this project request.

No changes to the legal provisions of the Education Data Exhibit will be considered unless the Vendor proposed specific, alternative language when submitting its proposal. Failure to submit alternative language shall be deemed a waiver of any rights to subsequently modify the Education Data Exhibit. If your firm normally seeks counsel on project request terms, please do so before submitting a response to this project request.

Intellectual property

Any software, systems, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or work product of any type, including drafts, prepared by the Vendor **in the performance of its obligations under the resulting contract** (the Work Product) shall be the exclusive property of the Department and the Successful Vendor shall deliver all such Work Product to the Department upon completion, termination, or cancellation of the contract. The rights of the Department with respect to such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use such Work Product.

SECTION 5.0 CONTRACT FUNDING

The project request is subject to and contingent upon the continuing availability of Federal and State funds for the purpose hereof. The Vendor recognizes that it is to be paid, reimbursed or otherwise compensated with Federal and State funds provided to the Department for the purposes of contracting for the services provided herein. The Vendor expressly understands and agrees that all its rights, demands and claims to compensation arising under the Contract are contingent upon receipt of such funds by the Department. In the event that the Department does not receive such funds or any part thereof, the Department may immediately terminate the Contract without liability, including liability for termination cost.