

# Documented Quote

**Title: Colorado Future Jobs Site Modernization**

**DQ1 #: EDAA 2026000172**

**Published: 11/3/2025**

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## Section 1 – Solicitation Information

### 1. Introduction

1. On behalf of the State of Colorado, the Colorado Office of Economic Development and International Trade, is issuing this Documented Quote (DQ) for the Modernization of the Colorado Future Jobs website and tool ([coloradofuturejobs.com](http://www.coloradofuturejobs.com)).
2. The Modernization of ColoradoFutureJobs web tool project aims to transform the current website into a secure, user-friendly, and data-rich business intelligence platform. The site currently provides economic and workforce data at the county level, but the upgraded version will deliver granular, actionable insights tailored to Colorado’s businesses, economic development partners, and policymakers.
3. All information contained within this DQ, and any amendments and modifications thereto, reflect the best and most accurate information available to the State at the time of the DQ preparation. No inaccuracies in such data shall constitute a basis for legal recovery of damages or protests, either real or punitive, except to the extent that any such inaccuracy was a result of intentional misrepresentation by the State.
4. Bidders that have an interest may submit a response to this DQ in accordance with the terms of this DQ.

### 2. Issuing Office and Official Means of Communication

1. This Documented Quote (DQ) is issued by the Purchasing and Contracts Office for the Colorado Office of Economic Development and International Trade (OEDIT), for the benefit of the Talent Innovation Division and is the sole point of contact concerning this DQ. All communication for this procurement must be done through the OEDIT Purchasing and Contracts Office email address as indicated in this DQ and ColoradoVSS.
2. Communication regarding this DQ is restricted to the following email address, as the point of contact for this DQ: [oedit\_procurement@state.co.us](mailto:oedit_procurement@state.co.us).
3. Contact with any other State personnel regarding this procurement, unless specifically authorized by the OEDIT Purchasing and Contracts Office, may result in disqualification.

### 3. Anticipated Term

1. The term will be effective upon a fully executed Commitment Voucher.
2. The State is not responsible for any goods delivered or services performed by the awarded Bidder without a State issued Commitment Voucher.
3. Purchase Order or Contract award and future Purchase Orders or Contracts are contingent upon availability of funding and successful Commitment Voucher negotiations.
4. Proposed changes or exceptions to any requirement, or State’s Model Contract (Exhibit A), may disqualify Bidder’s Quote response from consideration. Due to time constraints, an executed Commitment Voucher is expected within 30 days following the Notice of Intent to Award. In the event a Commitment Voucher is not executed (through no fault of the State) by the awarded Bidder within 30 days, and barring any protest that may delay the completion of a Commitment Voucher, the State may elect to cease negotiations, withdraw the award, and award to the next most advantageous Bidder.

### 4. Schedule of Activities

1. This Schedule of Activities is for information and planning purposes only. Schedules for Activities listed as “Estimated” may be subject to change depending on the needs of the State. All times are stated in Mountain Time (MT), as adjusted for daylight savings time.
   1. Solicitation published via Colorado VSS: November 3, 2025
   2. Written inquiries deadline: November 6, 2025 at 2:00PM MST
   3. Response to written inquiries; will be posted to Colorado VSS (Estimated): November 12, 2025
   4. Quote submission deadline: November 19, 2025 at 2:00PM MST
   5. Award selection and notification (Estimated): December 10, 2025
   6. Commitment Voucher start date (Desired): January 28, 2026

### 5. Bidder Inquiries

1. Unless otherwise noted, prospective Bidders may make email inquiries concerning this DQ to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities.
2. Email all inquiries to: [oedit\_procurement@state.co.us](mailto:oedit_procurement@state.co.us). Clearly identify inquiries with the DQ number and title. Where appropriate, inquiries should include references to any relevant section/paragraph of the solicitation.
3. Request (and ensure you receive) confirmation that your email has been received.
4. Any inquiries submitted via ColoradoVSS or any other submission may not be answered.
5. Responses to Bidder inquiries will be published as a modification on ColoradoVSS.
6. Bidders should not rely on any other information if it is not published on ColoradoVSS, either written or oral, that alter any specifications or other term or condition of the DQ during the open solicitation period. Bidders shall not attempt to contact any other State Office or individual other than the OEDIT Purchasing and Contracts Office.
7. Bidders are responsible for monitoring ColoradoVSS for the publication of any and all modifications to this solicitation.

## Section 2 - Scope of Work/Specifications and Requirements

### 1. Background, Overview and Goals

1. Overview:
   1. Modernization of Colorado Future Jobs Web Tool
2. Project Goals:
   1. **Elevate Business Intelligence:** Transform the platform into a powerful market intelligence tool offering predictive analytics, trend analysis, and geographically segmented insights.
   2. **Enhance User Experience (UX):** Create a user-centric interface with intuitive navigation and interactive dashboards that allow users to explore data by industry, region, and custom geographies.
   3. **Ensure High Security:** Meet all State of Colorado OIT, federal, and state security standards to protect data, infrastructure, and intellectual property.
   4. **Guarantee Accessibility:** Achieve full compliance with WCAG 2.2 Level AA standards to ensure accessibility for all users, including those with disabilities.
   5. **Modernize the Technology Stack:** Rebuild the site using a scalable, maintainable, future-ready technology stack supporting growth, updates, and integrations.

### 2. Mandatory/Minimum Requirements

1. Security Compliance
   1. Meet State of Colorado OIT security standards.
   2. Comply with federal and state cybersecurity laws.
   3. Follow NIST Cybersecurity Framework.
   4. Implement protections against OWASP Top 10 vulnerabilities.
   5. Encrypt all web traffic using HTTPS (TLS 1.2+).
   6. Secure user authentication for administrative access.
   7. Conduct third-party penetration testing; remediate all critical/high vulnerabilities pre-launch.
2. Accessibility Compliance
   1. Meet or exceed WCAG 2.2 Level AA standards.
   2. Undergo independent accessibility audit (VPAT).
   3. Incorporate accessibility throughout UX/UI and development.
3. Data and Platform Ownership
   1. All custom code and software become exclusive proprietary property of the State of Colorado.
4. Experience and Capabilities
   1. Proven experience building secure, scalable web platforms.
   2. Developing interactive dashboards and data visualizations.
   3. Working with labor market data (BLS, EMSI, etc.).
   4. Ability to deliver fully functional, accessible platform within timeline and budget.
5. Budget Compliance
   1. Fixed cost not exceeding $100,000.00.
      1. Includes all fees (hosting, training, support).
6. Project Timeline
   1. Full execution and delivery within 4-5 months of contract execution (completed by June 2026)
   2. Ongoing support for 6 months post-launch (optional).

### 3. Optional Requirements

1. Hosting
   1. Application and Database Performance Uptimes
      1. System availability shall be 99.9%, 24 x 7; measured monthly and excluding scheduled downtimes agreed to by the Parties. Outages or degraded performance resulting from an infrastructure issue, will be addressed by the Contractor and OEDIT.
      2. All hosting shall be configured to allow the hosting services to be transferred, at no additional cost, to the State or to different Contactor after June 30, 2026, at the discretion of OEDIT and OIT.
   2. Priority Levels and Response Times
      1. Priority Levels: OEDIT and OIT, in their sole discretion, shall determine the assigned priority level of incident tickets.

**Priority 1. Critical Business Impact**

1. Major application or mission critical system in production is stopped or so severely impacted that the business cannot reasonably continue work.
2. For Priority level 1 problems, Contractor will immediately begin work after the problem notification and make it the top priority until the problem is resolved.
3. OEDIT and OIT resources shall be available in Priority level 1 situations and reasonably cooperate with Contractor to resolve the issues.
4. Priority level 1 problems could have the following characteristics: System hang or crash situations; Data loss or data corruption; and/or Critical functionality not available.
5. Priority level 1 issues shall be reported via both CA system and telephone to Contractor.
6. RCCA shall be performed by Contractor.

**Priority 2. Significant Business Impact**

1. OEDIT’s production use of products in a primary business service where major applications or mission critical systems are functioning with limited capabilities or are unstable with periodic interruptions.
2. The hardware/software may be operating but is severely restricted.
3. Priority level 2 problems could have the following characteristics: Database error or failure forcing a restart or recovery; Severely degraded performance; and/or Functionality unavailable but the system is able to operate in a restricted fashion.

**Priority 3. Minimal Business Impact**

1. Solution components and features unavailable but a workaround exists and the majority of software functions are still useable.
2. Minor function/feature failure that the customer can easily circumvent or avoid. OEDIT’s work has minor loss of operational functionality.
3. Priority Level 3 problems could have the following characteristics: Error message with workaround; Minimal performance degradation; Incorrect product behavior with minor impact; and/or Product functionality or configuration issue during implementation.
   * 1. Response Times
        1. The Parties shall mutually agree to the method of notification and the individuals to be notified. Upon resolution identification, Offeror shall use its best efforts to restore the system within the shortest possible period of time. Offeror shall notify the State of the restoration time. If OEDIT does not feel the restoration time is acceptable, offeror shall provide information for further escalation. Offeror shall complete and submit RCCA’s within five (5) business days in a format prescribed by OEDIT.
        2. Service Level Response Times

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Priority Level** | **Initial Ticket** | **Notification for Status Changes** | **Notification for No Status Change** | **Notification upon Resolution Identification** |
| **1** | 30 Minutes | Every hour | Every hour | Within 1 hour |
| **2** | 60 Minutes | Every 2 hours | Every hour | Within 1 hour |
| **3** | 4 hours | Every 8 hours | Every 24 hours | Within 4 hours |

1. Post Launch Support
   1. Post-launch support plan covering the 6 months after the tool is live
   2. Debugging support for 6 months after the tool is live

### 4. Scope of Work/Specifications

1. Transform ColoradoFutureJobs.com into a secure, accessible, user-friendly business intelligence platform offering interactive data visualizations and actionable insights.
   1. Phase 1: Discovery, Strategy, and Technical Planning
      1. Stakeholder engagement workshops (OEDIT staff, businesses, partners).
      2. Technical analysis of existing infrastructure, data sources (BLS, EMSI), architecture, and performance.
      3. Data strategy definition including governance, quality control, integration.
      4. Technology & security recommendations including modern stack, platform architecture, security plan meeting compliance.
      5. Key Outcomes: Functional enhancement plan, data expansion strategy for advanced industries by region, dashboard visualization designs forecasting high-demand industries.
   2. Phase 2: UX/UI Design
      1. User personas and journey maps for key user groups (businesses, developers).
      2. Wireframes and interactive prototypes emphasizing navigation, customizable dashboards, filtering by NAICS, region, county.
      3. Accessibility integrated per WCAG 2.2 Level AA standards
      4. Key Outcomes: High-fidelity prototypes, validated UX, accessibility embedded.
   3. Phase 3: Development and Implementation
      1. Backend: Secure scalable backend, hosting, APIs for external data, secure CMS for State staff or ongoing assistance within 48 hours during business days to update the tool.
      2. Frontend: Responsive web app, integrated dashboards and visualizations.
      3. Security: DevSecOps practices, data encryption (at rest/in transit), access control, logging, secure login, adherence to OWASP/NIST.
      4. Accessibility: All components meet/exceed WCAG 2.2 Level AA.
   4. Phase 4: Testing, Deployment, and Launch
      1. QA testing (functionality, performance, usability, compatibility).
      2. Independent penetration testing and remediation.
      3. External accessibility audit (VPAT).
      4. User acceptance testing with stakeholders.
      5. Deployment on secure, scalable hosting (FedRAMP-authorized preferred).
   5. Deliverables by Phase
      1. Project Plan (within 2 weeks of contract execution)
      2. Weekly status reports (starting after the Project Plan delivery)
      3. Final delivery (within 4-5 months after contract execution date)
      4. Discovery & Strategy Document (6 weeks after contract execution date)
      5. High-fidelity mockups & prototypes (8 weeks after contract execution date)
      6. UX research and personas (12 weeks after contract execution date)
      7. Deployed source code (4-5 months after contract execution date)
      8. Architecture, API, and data documentation (4 months after contract execution date)
      9. Security & Accessibility documentation and test reports (4-5 months after contract execution date)
      10. Accessibility audit and remediation (5 months after contract execution date)
      11. Admin training materials and sessions
      12. Post-launch support plan and 6 months debugging support (Optional)

### 5. Organizational Experience

1. Proven experience with state/local governments, especially economic development/workforce intelligence.
2. Familiarity with economic/labor market data sources (BLS, EMSI/Lightcast, etc.).
3. Advanced data visualization skills (D3.js, Chart.js, Plotly).
4. Experience visualizing complex data like supply/demand forecasts, NAICS breakdowns, industry trends in advanced fields (quantum, aerospace, semiconductors).
5. Accessibility-first design approach integrated proactively.
6. Familiarity with FedRAMP-authorized or equivalent hosting solutions.
7. Security expertise adhering to NIST and OWASP frameworks.
8. Capacity for responsive post-launch support for 6 months (Optional).
9. Agile project management experience (sprints, stakeholder check-ins, iterative feedback).
10. Cross-functional team including UX/UI designers, security specialists, data architects, frontend/backend developers, accessibility consultants.
11. Capabilities to meet all hosting requirements.

### 6. Awarded Bidder’s Responsibilities

1. The awarded Bidder will be responsible for the modernization of the Colorado Future Jobs web tool and site by transforming the current website into a secure, user-friendly, and data-rich business intelligence platform.
2. Additional projects of a similar nature may be awarded as the result of securing this DQ.

### 7. Anticipated Timeline

1. Project completion within 4-5 months from the date of the executed contract.
   1. Project Plan (within 2 weeks of contract execution)
   2. Weekly status reports (starting after the Project Plan delivery)
   3. Final delivery (within 4-5 months after contract execution date)
   4. Discovery & Strategy Document (6 weeks after contract execution date)
   5. High-fidelity mockups & prototypes (8 weeks after contract execution date)
   6. UX research and personas (12 weeks after contract execution date)
   7. Deployed source code (4-5 months after contract execution date)
   8. Architecture, API, and data documentation (4 months after contract execution date)
   9. Security & Accessibility documentation and test reports (4-5 months after contract execution date)
   10. Accessibility audit and remediation (5 months after contract execution date)
   11. Admin training materials and sessions (5 months after contract execution date)
   12. Post-launch support plan and 6 months debugging support (Optional)

### 8. Location of Performance

1. Awarded bidder’s headquarters and key personnel must be located in Colorado but work may take place virtually or in a remote work setting.

### 9. Budget and Pricing

1. The maximum budget for this project is $100,000.00. Price Quotes should describe how this amount will be allocated to achieve the project requirements described above. Compensation should be broken down by specific tasks, with specific budgets for milestones and/or deliverables, showing fee structure, budget narrative, and level of effort and material.
2. Pricing must include any fees associated with the delivery of the goods or services, including, but not limited to, shipping and installation.
3. The prices and/or cost data proposed must be determined by the Bidder independently without consultation, communication, or agreement with any other organization or in competition for this procurement.

### 10. Accessibility requirements

1. All work performed as a result of this solicitation must comply with all applicable provisions of §§24-85-101, C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology pursuant to §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
   1. This includes but is not limited to:
      1. User interfaces (UI) and user experience (UX) designs
      2. Interactive dashboards and data visualizations
      3. Website pages, menus, and navigation elements
      4. Documents, training materials, and multimedia content
      5. Content Management System (CMS) components
      6. Any custom software or platform features
      7. The Vendor/Contractor must integrate accessibility considerations throughout the design, development, testing, and deployment phases to ensure the platform is usable by people with disabilities, including those using assistive technologies.
      8. Prior to final acceptance, the Vendor/Contractor is required to:
      9. Conduct internal accessibility testing against WCAG 2.2 AA standards
      10. Facilitate an independent third-party accessibility audit and promptly remediate any identified issues
      11. Provide the State with a detailed Accessibility Audit Report and Remediation Log documenting compliance efforts
      12. All Work Products must also comply with any applicable State of Colorado Office of Information Technology (OIT) web accessibility policies and federal accessibility laws, including the Americans with Disabilities Act (ADA).
   2. Failure to meet these accessibility requirements may result in withholding of payments or rejection of deliverables until compliance is achieved.

### 11. Access to State Systems

1. The awarded Bidder/Contractor may be granted access to certain State of Colorado systems, data repositories, and proprietary information necessary to perform the work under this contract.
2. Any State data accessed or processed by the Bidder/Contractor must be handled in strict compliance with all applicable state and federal data privacy, security, and confidentiality laws and regulations.
3. Data Residency Requirement:
   1. All State data accessed, stored, or processed by the Bidder/Contractor must remain within the Continental United States at all times. No State data may be transferred, stored, or processed outside the Continental U.S.
4. The Bidder/Contractor must implement appropriate security controls to protect the confidentiality, integrity, and availability of State systems and data, including:
   1. Encrypted data transmission (TLS 1.2 or higher)
   2. Access controls and authentication mechanisms
   3. Secure storage and data encryption at rest
   4. Audit logging and monitoring
5. The Bidder/Contractor must comply with State of Colorado Office of Information Technology (OIT) security policies and standards, including any specific guidelines related to cloud hosting, data handling, and incident response.
6. Any breach or unauthorized disclosure of State data must be reported immediately to the State in accordance with established protocols.

### 12. Insurance Requirements

1. The awarded Bidder will be required to submit a certificate(s) of insurance evidencing insurance coverage for the types and amounts of insurance as required by the Insurance provision in the Model Contract, included in this solicitation as Exhibit A, prior to execution of the Commitment Voucher.

## Section 3 - Quote Submission Information

### 1. General Submission Instructions

1. DQ response will be accepted using an online submission process only. To use this process, please send an email to DQ\_EDAA.hopuue32t7fbgpk1@u.box.com, attaching your Quote as a zip folder. Please note the following:
   1. The subject line and the body of the email are not uploaded into the online submission application and will not be received by OEDIT. Only email attachments are uploaded. The solicitation submission application is only for Quote submission. Should any Bidder wish to ask a question or make a comment regarding the solicitation, Bidders should send a separate email to <oedit_procurement@state.co.us>.
   2. Bidders should submit one zip folder that contains all required Quote submission documents. The zip file name should include the following title: DQ EDAA DQ # DQ Title, and the Bidder’s Name.
   3. The solicitation submission process typically uploads Quotes within five minutes. Bidders are advised to submit Quotes no later than one hour prior to the solicitation deadline to ensure the Quote has been received.
   4. The application sends an email confirmation if the Quote was uploaded correctly. It is the Bidder’s responsibility to ensure that the Quote is uploaded correctly and ensure confirmation of the upload.
   5. Please do not encrypt your email. The e-submission application automatically encrypts attachments, and any additional encryption may result in failure to upload the Quote.
2. Quotes shall be included as one or more attachments of commonly accessible file types, compiled into a zip folder.
3. Quotes must be received on or before the date and time indicated in the Schedule of Activities. Late Quotes will not be accepted. It is the responsibility of the Bidder to ensure that the Quote is received by Purchasing and Contracts Office on or before the submission due date and time. Bidders shall allow sufficient delivery time to ensure receipt of their Quotes by the time specified.

### 2. Modification or Withdrawal of Quotes

1. A Bidder may modify or withdraw its Quote by written notice to [oedit\_procurement@state.co.us](mailto:oedit_procurement@state.co.us) prior to the established Quote submission deadline. Withdrawal of a Bidder’s Quote following the Quote submission deadline and prior to award may be allowed, in the State’s discretion. Withdrawal of a Bidder’s Quote after award is not allowed. Reference Procurement Rules R-24-103-201-08 and R-24-103-201-09.

### 3. Mistakes and Minor Informalities in Bidder Quotes

1. In certain circumstances, a Bidder may correct a mistake(s) in its Quote and/or the State may waive minor informalities.

### 4. Quote response Format Instructions

1. OEDIT will not consider the submission of brochures, references to websites or other marketing material as a substitute for DQ Responses.
2. Bidders shall submit the following **completed** Attachments for their DQ Response:
   1. Attachment 1 – Bidder Response Form (including any required additional items i.e. resumes, project plans, etc)
   2. Attachment 2 – DQ Pricing Sheet (per the instructions listed in Section 3.5 below)
   3. Attachment 3 – Signature and Attestation Page
   4. Attachment 4 – DQ Affirmation Page
   5. Attachment 5 – Vendor Accessibility Checklist Affirmation Page
   6. Attachment 6 – W-9
   7. Attachment 7 – Vendor Performance Disclosure

### 5. Pricing FORMAT Instructions

1. Bidders shall submit proposed pricing that supports response to this DQ using Attachment 2, DQ Pricing Sheet.
2. Proposed pricing must remain firm during the initial term of the Commitment Voucher.
3. Pricing must include any fees associated with the delivery of goods or services, including, but not limited to, shipping and installation.
4. Pricing Submission Guidelines
   1. Comprehensive Cost Proposal: Vendors should provide a detailed, itemized cost breakdown covering all aspects of the project, including but not limited to:
      1. Discovery and strategy
      2. UX/UI design
      3. Development (backend and frontend)
      4. Security and accessibility implementation
      5. Testing and quality assurance
      6. Deployment
      7. Training materials and sessions
      8. Hosting through June 30, 2026 (Optional)
      9. Post-launch support for 6 months(Optional)
   2. Fixed Price Quotation: Proposals should state a fixed total price that does not exceed the $100,000.00 maximum budget.
   3. Include proposed payment schedule tied to key deliverables or milestones, such as:
      1. Project plan delivery
      2. Completion of design prototypes
      3. Delivery of tested and deployed platform
      4. Completion of training sessions
   4. Exclusions and Assumptions: Clearly list any assumptions, exclusions, or conditions affecting pricing.
   5. Compliance Statement: Confirm that pricing was developed independently, without collaboration or communication with other bidders, in compliance with procurement rules.
   6. Additional Fees: Any potential additional fees (e.g., travel for on-site meetings if required) should be disclosed upfront and included in the total pricing or clearly noted.
   7. Preferred Format: A PDF or Word document attachment in the proposal submission, accompanied by a summary cover letter highlighting key pricing points.
5. Include the following in the pricing, as applicable:
   1. Breakdown of services and associated rates.
   2. Research costs that are not included in your company’s breakdown of services and rates (if applicable).
   3. Setup fees or monthly service fees (if applicable).
   4. Any additional known fees associated with implementation of, or management of the requirements.
   5. Billing terms.

### 6. Submission of Confidential or Proprietary Information

1. The State of Colorado is subject to the requirements of §24-72-200.1, C.R.S., et seq., Colorado Open Records Act.
2. A Bidder may submit, as a part of its Quote, a written request for classification of certain portions of the Quote as a trade secret or other confidential or proprietary information. Material for which the Bidder is requesting confidentiality shall be readily identifiable and separated from other portions of the Quote to facilitate public inspection of the non-confidential portion of the Quote. Commingling of confidential and non-confidential information is not acceptable. Neither price information nor any information that will be included in a resulting Commitment Voucher will be considered confidential.
3. The Bidder must include the rationale for any request to classify portions as a trade secret or confidential or proprietary, including references to the authority that allows for such treatment.
4. A complete redacted Quote response should also be included along with an unredacted Quote and confidentiality justification.
5. In no event shall an entire Quote be classified as confidential. The Procurement Official or his or her designee shall determine if the information identified in the Bidder’s request is exempt from disclosure in accordance with §24-72-204, C.R.S., and shall inform the Bidder in writing of his or her determination. If the Bidder does not agree with the determination, the Bidder may protest the determination in accordance with article 109 of the Colorado Procurement Code and the terms of this solicitation. Reference Procurement Rule R-24-101-401-03.
6. Any additional Bidder information, which may be part of the evaluation/negotiation process and for which a Bidder claims confidentiality, is subject to the same requirements and processes identified above.

## 

## Section 4 - Award

### 1. Award

1. This solicitation and the resulting Commitment Voucher will be awarded to the responsible Bidder whose acceptable Quote is determined to be the most advantageous to the State, with price/cost being the primary consideration. Other considerations may include, but are not limited to, sample quality, and lead time for delivery.
2. “Acceptable” means that the goods or services submitted in the Bidder’s Quote will meet the state’s needs, and that the price is fair and reasonable. The determination of whether a Bidder’s Quote is acceptable is solely within the State’s discretion.
3. Neither this solicitation nor a Bidder’s Quote constitutes a legally binding offer; therefore, responsiveness at the time of Quote submission is not an absolute criterion.
4. OEDIT reserves the right to make an award on receipt of initial Quotes and may award to multiple Bidders capable of fulling the anticipated program needs for OEDIT.
5. The award shall be made to the Bidder whose Quote, conforming to the DQ, will be most advantageous to the Department, as well as other factors being considered.
6. The business and technical factors will be reviewed based on the soundness of the Bidder’s overall approach and the Bidder's understanding of the requirements. The experience and/or demonstrated capabilities factor will be reviewed by considering the extent to which the qualifications, experience and past performance are likely to foster successful, on-time performance. Strategies for meeting expedited implementation timeframes will be assessed based on their reasonable likelihood of success. Review may include a judgment concerning the potential risk of unsuccessful or untimely performance, and the anticipated amount of State involvement necessary (beyond that reasonably necessary) to ensure timely, successful performance.
7. The Bidder(s) recommended for an award must provide (upon request) documentation of financial responsibility, financial stability, and sufficient financial resources to provide the services sought in this DQ. This response must include financial information by which the State may reasonably formulate an opinion about the relative stability and financial strength of the Bidder and a credit rating by a rating service. These statements shall include at least a balance sheet and income statement (including footnotes). The State may disqualify from consideration any Bidder who is involved in bankruptcy proceedings or whose financial condition is deemed to pose a risk to the State for successful performance of the Commitment Voucher.
8. The State may disqualify from consideration any Bidder who is involved in bankruptcy proceedings or whose financial condition is deemed to pose a risk to the State for successful performance of the Commitment Voucher.

### 2. Negotiations

1. The State may negotiate with any Bidder to clarify the Bidder’s Quote or to effect modifications that will make the Quote Acceptable or more advantageous to the State; however, any requirements identified in this solicitation may not be negotiated. Reference Procurement Rule R-24-103-204-01(d).

### 3. Single Quote

1. If only one Quote is received in response to this solicitation, an award may be made to the single Bidder if the procurement official finds that the price submitted is fair and reasonable and that other prospective Bidders had reasonable opportunity to respond to the solicitation. If the price submitted is not fair and reasonable and there is not adequate time for re-solicitation, the procurement official may enter into competitive negotiations in accordance with Procurement Rule R-24-103-208-02.

### 4. Notice of Award

1. A Notice of Intent to Award will be announced on ColoradoVSS. A notice will be sent to all Bidders indicating the Notice of Intent has been posted.
2. The award decision ultimately is a business judgment that will reflect an integrated assessment of the relative merits of the Quotes using the factors set forth in the DQ. The Department intends to award the Commitment Voucher to the Bidder whose Quote, conforming to the DQ, will be most advantageous to the Department, as well as other factors being considered.

### 5. Documents After Award

1. After award and before Commitment Voucher execution the successful Bidder must be registered to do business in the State of Colorado. This registration is maintained through the Colorado Secretary of State Office (<http://www.sos.state.co.us/>). If Bidder is a foreign corporation (formed under a statute or common law in a jurisdiction other than Colorado) or other foreign entity transacting business in the State of Colorado, shall warrant that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process.
2. After award and before Commitment Voucher execution, the successful Bidder must provide insurance certificate(s) documenting coverage as required by the Commitment Voucher.

## Section 5 - Administrative Information

### 1. Vendor Self-Service and Registration

1. This solicitation is published using the Colorado Vendor Self-Service – (ColoradoVSS). Bidders are not required to be registered on ColoradoVSS to download solicitation documents and information. ColoradoVSS information can be found through the Colorado State Purchasing & Contracts Office link at [www.colorado.gov/VSS](http://www.colorado.gov/VSS). The ColoradoVSS Help Desk can be reached at (303) 866-6464 for further assistance.
2. Bidders who have an interest may submit a Quote in accordance with the terms of this solicitation.

### 2. Addendum or Supplement to Solicitation

1. In the event that it becomes necessary to revise any part of this DQ, an addendum/amendment will be published on the ColoradoVSS website.
2. It is the Bidder’s sole responsibility to check ColoradoVSS on a regular basis, prior to the Quote submission deadline, as this is the primary means for communicating any clarifications or changes to solicitation content, timeline and/or requirements.

### 3. Certification of Independent Price Determination

1. By submitting a Quote, the Bidder certifies that the prices and other terms in the Quote have been arrived at independently without any consultation, communication, agreement with, or knowledge of the contents of the Quote by any other competing Bidder. For purposes of this paragraph, "consultation, communication, agreement with, or knowledge" does not include knowledge of prices or terms gained through availability of established price lists or catalogues made available to the public by the competing Bidders. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Quote for restricting competition. Reference §6-4-101, C.R.S., et seq., (Colorado Antitrust Act of 1992) as amended.

### 4. Acceptance of Solicitation Terms

1. Neither this solicitation nor a Bidder’s Quote submitted in response to this solicitation constitute a legally binding offer.
2. The contents of the Quote of the awarded Bidder and any modifications to the Quote negotiated by the State included in the resulting Commitment Voucher will become contractual obligations. Failure of the awarded Bidder to accept these obligations may result in cancellation of the award to that Bidder. 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. It is assumed by the Bidder's response that it acknowledges all terms and conditions of this invitation for an offer. A Bidder shall clearly and thoroughly identify any variations between its Quote and the State's DQ. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the DQ.

### 5. Scope

This DQ contains the instructions governing the Quote to be submitted and the material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each Quote.

### 6. Solicitation Cancellation or Rejection of Quote(s)

1. In accordance with §24-103-301, C.R.S and the related Procurement Rules, the State may cancel this solicitation, or any and all Quotes may be rejected in whole or in part, without penalty, at any time before a Commitment Voucher is executed, when it is in the best interest of the State. The reason and documentation supporting the decision to cancel the solicitation or reject Quote(s) shall remain confidential for the lesser of six months or until a Commitment Voucher is awarded by the State. Reference Procurement Rule R-24-101-401-05.
2. If the solicitation is canceled after, Quotes are received, the Quotes that have been opened shall be retained in the procurement record, or if unopened, they will be disposed of, or returned to the Bidder upon request at the Bidders’ expense.

### 7. Incurring Costs

The State of Colorado is not liable for any cost incurred by Bidders prior to issuance of a legally executed Commitment Voucher. No property interest, of any nature shall occur until a Commitment Voucher is awarded and signed by all concerned parties.

### 8. Quote Rejection

The State of Colorado reserves the right to reject any or all Quotes and to waive informalities and minor irregularities in Quotes received and to accept any portion of a Quote or all items proposed if deemed in the best interest of the State of Colorado.

### 9. DQ Response and Material Ownership

1. All material submitted regarding this DQ becomes the property of the State of Colorado, unless otherwise noted in the DQ. The contents of the successful Bidder’s Quote will become contractual obligations. Quotes may be reviewed by any person after the "Notice of Intent to Make an Award" letter has been issued, subject to the terms of C.R.S. Title 24, Article 72, Part 2 as amended. 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 purposes of evaluation, and to make the information available to the public in accordance with the provisions of the Public Records Act.
2. OEDIT shall own all assets created in conjunction with the DQ award.

### 10. Quote Content Acceptance

The contents of the Quote (including persons specified to implement the project) of the successful Bidder will become contractual obligations if acquisition action ensues. Failure of the successful Bidder to accept these obligations in a Commitment Voucher or similar acquisition instrument may result in cancellation of the award and such Bidder may be removed from future solicitations.

### 11. Standard Commitment Voucher

1. Except as modified herein, the standard Model Contract (attached separately on ColoradoVSS as Exhibit A) included in this DQ shall govern this procurement and are hereby incorporated by reference. Please note Exhibit A lists the State’s required legal provisions but does not include the specific scope of work and requirements for this DQ. This SOW and other specifics will be attached to the awarded Bidder’s Commitment Voucher as an exhibit.
2. Due to the time constraints of this solicitation, the Terms and Conditions of Exhibit A are non-negotiable. Bidders shall complete the attached Affirmation Page (Attachment B). The selected Bidder must agree to expedite the execution of final Commitment Voucher with their company or OEDIT reserves the right, in our sole discretion, to award to the next Bidder most susceptible of award.
3. The Bidder is expected to review the attached Exhibit A and is strongly encouraged to seek advice from legal counsel regarding such contractual exceptions. If a “Notice of Intent to Make an Award” has been issued, and the parties are unable to enter into a Commitment Voucher that is fully satisfactory to OEDIT within a reasonable period of time, at OEDIT’s sole discretion, OEDIT may elect to cancel the “Notice of Intent to Make an Award”.

### 12. News Releases and Announcements

1. Bidders shall not issue any news releases, communications or announcements of any kind pertaining to this solicitation, without prior written approval by the State.
2. A violation of these conditions may be considered sufficient cause to reject a Bidder’s Quote and/or selection irrespective of any other condition.

### 13. Conflicts of Interest

1. The Bidder must disclose on Attachment 1, Signature and Attestation Page, any potential or actual conflict of interest in connection with a response to this solicitation. A conflict of interest may include, but is not limited to, access to any non-public information by the Bidder regarding the solicitation or its subject matter.
2. The Bidder acknowledges that even the appearance of a conflict of interest may be harmful to the State’s interests. The Bidder shall disclose in its Quote whether there currently is, or potentially could be, the appearance of a conflict of interest regarding this solicitation, its staff, any proposed subcontractors or partners, or any related business with the State.
3. Requirements set forth in this Section are continuing requirements throughout the solicitation process and, for the awarded Bidder, the Commitment Voucher term, including any extensions. Reference §24-18-201, C.R.S., et seq. (Proscribed Acts Related to Contracts and Claims); §24-50-507, C.R.S.(Conflict of Interest); §18-8-301, C.R.S., et seq. (Bribery and Corrupt Influence); §18-8-401, C.R.S., et seq. (Abuse of Public Office); §6-4-101, C.R.S., et seq., (Colorado Antitrust Act of 1992); §24-109-105, C.R.S. (Debarment and Suspension); and Procurement Rule R-24-101-107-01 (Ethics).

### 14. Taxes

The State of Colorado, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code (Registration No. 84-730123K) and from all state and local government use taxes §39-26-114(a), C.R.S. The Colorado State and Local Sales Tax Exemption Number is 98-02565. Bidder is hereby notified that when materials are purchased in certain political sub-divisions (for example - City of Denver), the Bidder may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado. This sales tax will not be reimbursed by the State.

### 15. Public Contracts for Services

1. §8-17.5-101, C.R.S. (Excluded; securities, investment advisory services or fund management, sponsored projects, intergovernmental agreements, or information technology services or products and services).
2. Effective May 13, 2008, Contractors who enter into or renew a public Contract for services with Colorado state agencies or political subdivisions must participate in either the Federal E-Verify program, or the Colorado Department of Labor and Employment Program. For more information see:
   1. E-Verify Program: <http://www.dhs.gov/e-verify> or,
   2. Colorado Department of Labor and Employment Program and notice forms: Division of Labor Standards and Statistics: <https://cdle.colorado.gov/dlss/labor-laws-rules-resources/labor-law-guidance-education>

### 16. Protested solicitations and Awards

1. An aggrieved party may file a protest concerning a Material Issue(s), at any phase of solicitation, including but not limited to, specifications, award or a disclosure of information marked confidential in the Quote. “Material issue” means a nontrivial defect in the solicitation or award that would prejudice the outcome of the procurement. The presence of multiple nonmaterial issues in a solicitation or award does not constitute a material issue unless the aggrieved party can establish that those nonmaterial issues together would prejudice the outcome of the procurement.” The protest shall be submitted to the OEDIT Procurement Official within three (3) business days after such aggrieved person knows, or should have known, of the facts giving rise thereto. Reference §24-109-102, C.R.S., as amended, and Procurement Rule R-24-109-102-01, et seq. Protests should be submitted in writing to Niki Holland at niki.holland@state.co.us

### 17. Performance Outside of Colorado

1. Awarded Bidder, per Section 24-102-206, C.R.S., prior to contracting shall disclose in a written statement whether it anticipates performing or subcontracting any services under the Commitment Voucher, where such subcontracted services will be performed under the Commitment Voucher, including any subcontracts, and whether any subcontracted services under the Commitment Voucher or any subcontracts are anticipated to be performed outside the United States or the state. If the prospective vendor anticipates services under the Commitment Voucher or any subcontracts will be performed outside the United States or the state, the vendor shall provide in its written statement a provision setting forth why it is necessary or advantageous to go outside the United States or the state to perform the Commitment Voucher or any subcontracts.
2. Contractor’s failure to provide reports and notify the State in a timely manner may result in the delay of payment of funds and/or termination as provided under this Commitment Voucher.

### 18. Subcontracts

Copies of all subcontracts entered into by Contractor to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. All subcontracts entered into by Contractor related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subcontracts be governed by the laws of the State of Colorado.

### 19. Service-Disabled Veteran Owned Small Business (SDVOSB) Participation

SDVOSB Bidders must submit documentation of certification issued through the U.S. Department of veteran’s affairs in their Quote. §24-103-905 C.R.S. sets a SDVOSB goal of at least 3% of all contracts by dollar value be awarded to SDVOSBs who must be incorporated or organized in Colorado or they must maintain a place of business or have an office in Colorado and must be officially registered and verified as a SDVOSB by the Center for Verification and Evaluation within the United States department of veteran’s affairs. See www.vip.vetbiz.va.gov.

### 20. Minority and Women-Owned Business and Small Business Enterprises

The State is dedicated to creating, operating, and maintaining a procurement and contracting system that provides all Colorado individuals and businesses, including minority and/or women-owned enterprises (M/WBE), and small business enterprises with an equal and fair opportunity to compete for OEDIT business. Bidders shall take all necessary affirmative steps, as required by 45 CFR 93.36(3), Colorado Executive Orders, and Procurement Rules to assure that small, minority and women's business enterprises are utilized, when feasible, as sources of supplies, equipment, construction, and services purchased under awarded Commitment Voucher.

### 21. Non-Resident Bidders

The State, under §24-103-908 (3), C.R.S. requires that if a non-resident bidder is from a state that provides a bidding preference to bidders from that state, then a comparable percentage disadvantage will be applied to the bid of that non-resident bidder.

### 22. Section 508 Compliance

All electronic and information technology deliverables under this solicitation shall comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794 (d); 36 CFR Part 1194) and the Access Board Standards. Section 508 requires that accessibility for people with disabilities is incorporated into all electronic and information technology developed, procured and maintained under the resulting solicitation award. Bidder shall be compliant with the Colorado Governor’s Office of Information Technology (OIT) Technology Accessibility for Persons with Disabilities Standard (TS-OEA-001) found at <https://drive.google.com/open?id=0B_ZUv6gW8QZMenFUNlgxQ3dRZ28>

### 23. Accessibility

Bidder’s website shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to §24-85-103 (2.5), C.R.S. Vendor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. Vendor shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to Vendor’s failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to §24-85-103 (2.5), C.R.S. The State may require Vendor’s compliance to the State’s Accessibility Standards to be determined by a third party selected by the State to attest to Vendor’s Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to §24-85-103 (2.5), C.R.S.

### 24. Non-Discrimination

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

## Section 6 - Definition of Terms

1. “C.R.S” means Colorado Revised Statutes as amended.
2. “ColoradoVSS” means the State of Colorado’s Vendor Self-Service System website located at www.colorado.gov/vss. All solicitations published by State agencies and institutions are published on VSS, unless specific entities have been granted to opt out of the program. Vendors have access to this website.
3. “Commitment Voucher” means a State of Colorado Model Contract or Purchase Order.
4. “Contractor” means any organization or individual that seeks to provide or is already providing goods or services. Often synonymous with selected, successful, or awarded “Bidder”, or “Vendor”.
5. “OEDIT” means Colorado Office of Economic Development and International Trade
6. “Bidder” means technically any organization or individual submitting a Quote in response to a Documented Quotes (DQ) solicitation. “Bidder” is often used more generally to mean any organization or individual submitting an offer or “bid” or “Quote” in response to any type of procurement solicitation. Same as “Bidder” or “Vendor”.
7. “Quote” means technically an offer in response to a Documented Quote (DQ) solicitation.
8. “Documented Quote (DQ)” means a procurement solicitation that seeks offers from organizations or individuals to perform the scope of work or provide goods as defined in the DQ. An DQ is issued with the intent of selecting the most advantageous bid, making an award to that Bidder(s) and entering into a Commitment Voucher.
9. “Subcontractor” means a Vendor selected by the Contractor that enters into a contractual relationship with the primary Contractor to carry out the project as a result of the solicitation.
10. “WCAG” means Web Content Accessibility Guidelines.
11. “NIST” means National Institute of Standards and Technology.
12. “OWASP” means Open Web Application Security Project.
13. “BLS” means Bureau of Labor Statistics.
14. “EMSI” means Economic Modeling Specialists International (also known as Lightcast).
15. “NAICS” means North American Industry Classification System.
16. “TLS” means Transport Layer Security.
17. “FedRAMP”means Federal Risk and Authorization Management Program.
18. “UAT” means User Acceptance Testing.
19. “CMS” means Content Management System.
20. “QA” means Quality Assurance.
21. “RCCA” means Root Cause Corrective Action.

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