**Colorado Statewide Internet Portal Authority (SIPA)**

**Invitation to Negotiate (ITN)**

**Solicitation No. 22-001**

**Statewide Portal Integrator Services**

**Issued: April 8, 2022**

**Responses Due: May 20, 2022 at 3:00 p.m., Local Time**

**Table of Contents**

[1. INTRODUCTION 4](#_Toc100122343)

[1.1. Objective 4](#_Toc100122344)

[1.2. ITN Overview and Authority 4](#_Toc100122345)

[1.3. Business Background and Objectives 4](#_Toc100122346)

[2. SCOPE 7](#_Toc100122347)

[2.1. Required Services 7](#_Toc100122348)

[2.2. Accessibility 7](#_Toc100122349)

[2.3. Form of Contract 8](#_Toc100122350)

[2.4. Term of Contract 8](#_Toc100122351)

[3. GENERAL INFORMATION 8](#_Toc100122352)

[3.1. Point of Contact 8](#_Toc100122353)

[3.2. Response Integrity and Eligibility 8](#_Toc100122354)

[3.3. Schedule of Events 10](#_Toc100122355)

[3.4. Response Deadline and Submission Requirements 11](#_Toc100122356)

[3.5. Response Instructions 12](#_Toc100122357)

[3.6. Response Format 19](#_Toc100122358)

[3.7. Rejection of Responses 19](#_Toc100122359)

[3.8. Right to Amend or Withdraw ITN 20](#_Toc100122360)

[3.9. Pre-agreement Costs 20](#_Toc100122361)

[3.10. Ownership of Responses 20](#_Toc100122362)

[3.11. Confidentiality of Submissions 20](#_Toc100122363)

[3.12. News Release 20](#_Toc100122364)

[4. EVALUATIONS, NEGOTIATIONS, AND AWARD 20](#_Toc100122365)

[4.1. Evaluation of Responses 20](#_Toc100122366)

[4.2. Evaluation Criteria 21](#_Toc100122367)

[4.3. Clarification Sessions 23](#_Toc100122368)

[4.4. Revised Offer 23](#_Toc100122369)

[4.5. Negotiations 23](#_Toc100122370)

[4.6. Award of Contract 23](#_Toc100122371)

[5. Appendix 25](#_Toc100122372)

[5.1. Summary Response Package Files 25](#_Toc100122373)

**TABLE OF DOCUMENTS:**

1. **ITN** (this document)

**Attachments**

Attachment 1: Exceptions

Attachment 2: Offeror Information

Attachment 3: Data Room Access NDA

1. **Contract Documents**

**Master Services Agreement (MSA) with Exhibits**

Attachment A: Form of Non-Disclosure

Attachment B: Insurance and Risk of Loss

Attachment C: Form of Source Code Escrow

Attachment D: Form of Parent Guaranty

Attachment E: Form of Work Order

**Exhibit 1.0 Operating Model (series name only – no document)**

Exhibit 1.1 Definitions

Exhibit 1.2 Governance Model

Exhibit 1.3 Service Management Manual (SMM)

**Exhibit 2.0 Service Model (series name only – no document)**

Exhibit 2.1.1 Cross-Functional Statement of Work

Exhibit 2.1.2 Payment Services Statement of Work

Exhibit 2.1.3 Portal Services Statement of Work

Exhibit 2.1.4 Cross-Functional Services Solution

Exhibit 2.1.5 Payment Services Solution Document

Exhibit 2.1.6 Portal Services Solution Document

Exhibit 2.1.7 Transition Services Solution Document

Exhibit 2.2 Termination Assistance Services

Exhibit 2.3 IT Service Continuity Management

Exhibit 2.4 Key Personnel

**Exhibit 3.0 Performance Model**

Exhibit 3.1 Service Levels, Deliverables, and Reports

Exhibit 3.2 Service Level Definitions

Exhibit 3.3 Satisfaction Surveys

**Exhibit 4.0 Business Model**

Exhibit 4.1 Pricing Structure

Exhibit 4.2 Financial Reporting

# INTRODUCTION

## Objective

The Colorado Statewide Internet Portal Authority (SIPA) seeks to solicit Responses from interested Offerors to provide Digital Government Services (DGS). As a result of this Invitation to Negotiate (ITN), SIPA expects to receive and evaluate Responses and select one (1) or more qualified Offerors with whom to enter negotiations. **Section 4 Evaluations, Negotiations, and Award**, contains more information regarding the Response evaluation and Offeror selection process.

## ITN Overview and Authority

SIPA was created by Colorado statute in 2004, to develop the officially recognized statewide internet portal (Colorado.gov) to connect citizens with state and local government in Colorado. This ITN is issued pursuant to C.R.S. §24-37.7-104, which states that the authority shall not enter into a contract with a statewide portal integrator unless the statewide portal integrator was chosen by the authority pursuant to a request for proposals or other competitive procurement method, including an invitation to negotiate, issued by the authority. The State of Colorado Procurement Code does not apply to SIPA.

## Business Background and Objectives

### Executive Summary

SIPA provides residents with efficient, effective, and user-friendly access to state government information, products, and services, as well as Digital Government Services to state and local governments. SIPA was created by Colorado statute in 2004 to create an efficient, effective, and user-friendly Portal where residents can electronically access state government information, products, and services, as well as provide Digital Government Services to state and local governments.

SIPA is the oversight body of the Portal, the gateway to Colorado government. With services powered by the Portal Integrator, Colorado.gov is Colorado's single most comprehensive delivery channel for no-cost Digital Government Services like websites, online forms, and payment processing applications. This procurement will determine the next Portal Integrator. The procurement will follow an Invitation to Negotiate (ITN) process.

### Digital Government Services

SIPA's objective is to be at the forefront of digital government service and provide residents and Eligible Governmental Entities (EGEs) with state-of-the-art online services and tools to facilitate business with the government in a secure, convenient, and cost-effective way. Colorado.gov offers state and local government entities the ability to automate routine, time-consuming tasks into interactive web-enabled applications for citizens and businesses, streamlining government processes.

The SIPA DGS program offers:

* Application and Content Management Services – Build, enhance, and maintain secure online services that feature plain language, 100% accessibility, and a mobile-optimized design from the outset with the security and privacy of resident data in mind.
* Customer Service, Marketing, and Analytics – Provide 24/7 assistance to customers, leveraging site and transactions analytics from online services to establish best practices in these disciplines to improve the adoption of SIPA services by both residents and government.
* Payment Services – Provide secure, payment card industry (PCI-DSS) compliant payment products that provide online and in-person point of sale payment for state and local Colorado government entities.
* Technology and Operations – Provide the management of infrastructure, hosting, networking, quality assurance, and security for each online application.

SIPA provides citizens and businesses with an easy, efficient, and secure way to conduct business with Colorado’s government. State agencies and local governments gain efficiencies from offering Internet-based services.

### Relationships

SIPA supports operations and critical functions of Eligible Government Entities (EGE’s) throughout the State. The Portal must function for efficient use by multiple government users and residents.

### SIPA Business Model

SIPA does not receive any appropriation from the Colorado General Assembly. SIPA is self-funded through its partnership with its current Portal Integrator, the sale of software licenses, and time and material consulting.

Under the current Portal Integrator contract, fees generated through payment processing are used to support other portal service offerings such as custom application development, customer service, and website design and hosting. Profits are shared with SIPA as part of the agreement. These core “portal services” are offered to EGEs at no cost. A small subset of complex custom application development and maintenance projects are conducted as “fee for service” projects under the current portal integrator contract.

SIPA will continue operating under a self-funded model with a portion of the revenue generated from the program funding SIPA operations. However, SIPA anticipates modifying the revenue-sharing model by compensating the Offeror with a more traditional consumption-based fee-for-service sourcing model.

**Cash Management Requirements**

Due to being a self-funded business model, there are cash management requirements contained in the Agreement. The Service Provider will not start accruing Program Revenue until Commencement (i.e., post-transition). **Exhibit 4.0 (Business Model)** Section 1.1 requires the Service Provider to internally manage the cash flow until such revenue exceeds earned Charges. In addition, **Exhibit 2.1.2 (Payment Services Statement of Work)** Section 2.1.2.11 requires the Service Provider to make a rolling payment of $6.5 to $10 million monthly during the invoice collection process. If an Offeror is not able to meet these requirements, then the Offeror shall document their position in the Assumptions tab of **Exhibit 4.1 (Pricing Structure).** The position must include what the Offeror can do and what assistance is requested of SIPA to meet these operational requirements. SIPA retains sole authority to adjust cash management requirements at a later phase.

### Vision and Desired Outcomes

SIPA seeks to evolve the program with innovative technology and services while creating a more transparent business model that creates value for our customers and residents of the state. Consumers have become accustomed to the ease and convenience of the digital marketplace, and Colorado.gov customers deserve an experience on par with online retail and commercial services.

**The SIPA Vision Statement is as follows:**

A secure digital platform accessible from any device that provides a personalized, one-stop shop for residents to engage with the government of Colorado in a simple, seamless user experience.

This vision is supported by four (4) key desired outcomes:

* **Business Model Optimization**
	+ SIPA determines the priority and timing of service investments
	+ Customers receive greater value with an outcomes-based business model
	+ Services provided by best-of-breed providers within self-funded model
* **Service Innovation**
	+ New and improved services to advance the capabilities of the SIPA program
	+ Rapid and simple deployment of new applications, services, and operations
	+ Mobile access to services that continuously evolves to adapt new device types
* **Customer Focus**
	+ Standardized, modern sites with improved accessibility and customer service
	+ Services to improve accessibility to reach the underserviced communities
	+ The ability to navigate across different entity sites within the Portal's domain
* **Transparency**
	+ Visibility into operational performance, payment flows, and use of funds
	+ Market-based requirements that provide transparency to manage the program
	+ A strategic, forward-looking partner that continuously evolves the program

### Offeror Note: ITN Data Room

To aid Offerors in preparing to respond to this procurement, a Digital Data Room has been created. SIPA will continue to add information to the Digital Data Room throughout this procurement. It is the Offeror’s responsibility to regularly monitor the Digital Data Room for new information. SIPA makes no representations or warranties regarding the accuracy or completeness of the information contained in this ITN and in the Data Room. The Offeror is responsible for making its own evaluation of information and data contained in this ITN and in preparing and submitting its Response.

# SCOPE

## Required Services

SIPA intends to contract with the Offeror to provide Portal Integrator Services in accordance with the MSA and related Exhibits provided in this ITN.

## Accessibility

Products, applications, and websites that will be used by Colorado state employees or members of the public must comply with the Colorado Governor’s Office of Information Technology (OIT) accessibility technical standards ( https://oit.colorado.gov/accessibility.) Accurate product Voluntary Product Accessibility Templates (VPATs) are required for Commercial Off-the-Shelf (COTS) offerings included in this contract. If development services are included, Offerors will be required to complete the Vendor Accessibility Development Services Information Request (VADSIR) or other documents as requested that describe Offeror’s ability to produce accessible offerings. The Offeror shall provide a solution that is compliant with the above referenced standards.

## Form of Contract

The final terms and conditions of any Contract will be agreed upon during negotiation. However, the minimum standard terms and conditions that will be included in any awarded Contract are contained in the Master Services Agreement (MSA) included with the ITN documents.

## Term of Contract

SIPA anticipates that the term of the Contract will be an estimated five (5) years with up to five (5) optional renewals of up to one (1) year each to be exercised by SIPA at its discretion. In the event of prolonged Contract negotiations due to the number and/or significance of exceptions taken, lack of responsiveness, or other failure to close Contract negotiations on the part of Offeror that are not due to a failure on the part of SIPA, SIPA may, in its sole discretion, bypass the Offeror and commence negotiations with another Offeror, or continue with the current Offeror with a shorter contract term.

**Section 3.5.3.2 Exceptions to Requirements (including MSA Terms and Conditions)** of this ITN contains the format for Offerors to note any exception to any provision, term, or condition specified in the ITN.

Any objections or exceptions should be noted in keeping with **Section 3.5.3.2 Exceptions to Requirements (including MSA Terms and Conditions)**.

SIPA reserves the right to make changes to the MSA and Exhibits if it is in the best interest of SIPA to do so. Should this occur prior to the award of any Contract as a result of this ITN, any Offerors selected for negotiations will be notified.

# GENERAL INFORMATION

## Point of Contact

Kara Finch is the sole point of contact for this procurement. Routine correspondence may be directed as follows:

Kara Finch

Contract Manager and Legislative Liaison

Colorado Statewide Internet Portal Authority

Phone: 720-208-0179

Email address: itn@cosipa.gov

Offerors shall make no contact concerning this ITN with other SIPA, SIPA Board of Directors, and contractor personnel. **Failure to comply with this requirement may result in disqualification.**

## Response Integrity and Eligibility

### False Statements

Offeror represents and warrants that all statements and information in its submitted response are current, complete, true, and accurate. Submitting a response to the solicitation with a false statement or making material misrepresentations during the performance of a contract is a material breach of contract and may void the submitted response and any resulting contract.

### Deceptive Trade Practices; Unfair Business Practices

Offeror represents and warrants that it has not been the subject of allegations of deceptive trade practices violations or the subject of allegations of any unfair business practice in any administrative hearing or court suit, and that Offeror has not been found to be liable for such practices in such proceedings. Offeror certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of deceptive trade practices violations or the subject of allegations of any unfair business practices in an administrative hearing or court suit and such officers have not been found to be liable for such practices in such proceedings.

### Collusion

Offeror has not colluded with, nor received any assistance from, any person who was paid by SIPA to prepare specifications or a solicitation on which an Offeror’s bid is based and will not allow any person who prepared the respective specifications or solicitation to participate financially in any contract awarded.

### Offeror Eligibility

1. The Offeror must be a legal entity in good standing and authorized to do business in Colorado. If an Offeror is owned or controlled by a parent company, the response must also identify the name and main office address of that parent company.
2. Offeror certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subject to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity. The Offeror must disclose in its response, to the best of its knowledge and belief, whether it, its principals, or any proposed subcontractors:
	* 1. Are presently debarred, suspended, proposed for disbarment, or declared ineligible;
		2. Have any convictions or civil judgments rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
		3. Are presently under investigation for, indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous bulleted item; and
		4. Have within three (3) years preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

Failure of an Offeror to disclose any information in this section may result in SIPA’s determination that the Offeror is not reasonably eligible for award.

1. Offeror certifies that it does not have any potential or actual conflict of interest in connection with a response to this ITN. A conflict of interest may include, but is not limited to, access to any non-public information by the Offeror regarding the ITN or its subject matter, or by any of the Offeror’s employees, contractors, or agents, including any individual who may have had access to non-public information in a prior capacity before entering into a relationship with the Offeror.

The Offeror acknowledges that even the appearance of a conflict of interest may be harmful to SIPA’s interests. The Offeror shall disclose in its response whether there currently is, or potentially could be, the appearance of a conflict of interest regarding this ITN, its response, its staff, any proposed subcontractors or partners, and any related business with SIPA.

Requirements set forth in this section are continuing requirements through the ITN process and, for the awarded Offeror, the contract term, including any contract extensions.

SIPA reserves the right to determine an Offeror’s responsibility based on factors such as financial, material, or personnel resources and expertise; satisfactory record of performance; satisfactory record of integrity; and status of debarment.

## Schedule of Events

It is SIPA’s intention to comply with the following schedule for this ITN. These dates represent a tentative schedule of events. SIPA reserves the right to modify these dates at any time. Prospective Offerors will be notified of modifications to the schedule via the SIPA website. It is the responsibility of Offerors to monitor the website for schedule modifications. The website does not provide automatic notification of changes to the Offerors.

Table 1: Schedule of Events

| **Activity** | **Date** |
| --- | --- |
| Pre-Proposal Conference  | April 14, 2022 |
| Deadline for Submitting ITN Questions | May 6, 2022 |
| Deadline for Submitting Response | May 20, 2022 by 3:00pm MST |
| Evaluation, Clarification, and Amended Responses | May – July 2022 |
| Due diligence, final negotiations | August – November 2022 |
| Estimated Effective Date | November 2022 |

### Pre-Proposal Conference

SIPA will hold a pre-proposal conference for all interested Offerors to this procurement on the date and time specified in **Section 3.3 Schedule of Events**. Attendance is optional; however, all interested potential Offerors are strongly encouraged to attend.

The pre-proposal conference will provide overview information of the ITN, the ITN process, and describe the current economic model under which SIPA operates. Additional questions from potential Offerors may be addressed as time allows. Verbal responses will **not** be considered final. An Addendum will be issued following the conference with final written responses to any questions asked during the conference.

The pre-proposal conference information is shown below and will only be available live via the web:

All personnel attending pre-proposal conference must register with Zoom using the following URL:

<https://us02web.zoom.us/meeting/register/tZMucOuorzoiG9RL0s2iK7P7EepAqzqrBEgE>

Persons with special needs or disabilities who plan to participate in this conference who require auxiliary aids or service should contact the purchaser noted in **Section 3.1 Point of Contact** as the point of contact a minimum of three (3) Business Days prior to the meeting so arrangements can be made.

### Written Questions and Official Answers

Offerors shall submit all questions regarding this ITN by using the Google form found here: <https://docs.google.com/forms/d/e/1FAIpQLScp-piXX1lYXwKZ7BHpucG4fBCYkl2Qgr9sGBPGfFm4rjO03A/viewform> **Questions regarding this ITN will be accepted until the date and time specified in Section 3.3 Schedule of Events.** Official answers will be posted as an Addendum to this ITN, in a timely manner, on the [SIPA Website](https://sipa.colorado.gov/portal-integrator-procurement) [https://sipa.colorado.gov/portal-integrator-procurement]. Potential Offerors are responsible for monitoring those sites for such publication(s). Potential Offerors shall not rely on any verbal statements that alter any specification or other term or condition of the ITN. Such changes are valid only if provided in writing by the SIPA POC.

By submission of a question, Offerors acknowledge that the applicable question will be posted with each official answer and therefore Offerors should not include any confidential or proprietary information in such questions. SIPA will not publish the identity of any Offeror that submitted any particular inquiry.

## Response Deadline and Submission Requirements

Offerors are required to submit Responses in accordance with the requirements outlined in this document. Offerors must submit their Responses to SIPA at itn@cosipa.gov. No hard copy submittals will be accepted for work under this ITN. Responses must be received by SIPA on or before **the date and time specified in Section 3.3 Schedule of Events.** Responses must be delivered electronically as described in **Section 3.5.2 Response organization**.

The Offeror is responsible for ensuring SIPA receives the Offeror's complete Response on or before the proposal submission deadline. Responses received after the submission deadline shall not be opened and shall be rejected as a late response unless otherwise permitted by SIPA.

The responsibility for ensuring that an Offeror's response is received on time rests with the Offeror. Reasonably foreseeable problems inherent in the delivery of responses are not extraordinary circumstances permitting acceptance of late responses.

## Response Instructions

Offeror must carefully examine the solicitation. Offeror is responsible for securing any additional information from the SIPA point of contact needed to gain a clear and full understanding of the requirements. Offers shall be sent to itn@cosipa.gov. Email responses including attachments must not exceed 25 MB. Emails exceeding 25 MB must be sent to itn@cosipa.gov through managed file transfer services such as, but not restricted to, DropBoxTM.
Electronic Responses are required. Offerors shall follow the specific naming conventions detailed in this section. Offeror must use a three-letter identifier preceding each named file (e.g., Big Service Company, Inc., “BSC”). This three-letter identifier shall replace the “ABC” referenced in the file names below. **All files submitted by the Offeror must use the same three-letter identifier**.

Non-submission of any of the requested information may disqualify the Offeror’s Response from further consideration by SIPA.

### No Marketing Materials Desired

Unnecessarily elaborate brochures or other presentations beyond those requested and sufficient to present a complete Response **are not desired**. Offerors are encouraged not to provide materials beyond what is required in the ITN.

### Response organization

Offeror shall organize its Response as follows:

1. Administrative Submission Requirements – Response Package 1
2. Response to Service Requirements – Response Package 2
3. Response to Pricing – Response Package 3
4. Any attachments containing response materials which Offeror asserts are confidential or proprietary\*.
5. Any attachments containing copyrighted materials in the Offeror’s Response\*.
6. Any attachments containing non-proprietary/non-confidential and non-copyrighted materials in the Offeror’s Response (redacted copy for public release).

\* See **Section 3.11 Confidentiality of Submissions**. If Offeror’s Response does not contain such materials, then attachments for these items are not required.

### Administrative Submission Requirements – Response Package 1

#### Transmittal Letter and Executive Summary

1. Offeror shall submit a transmittal letter on company letterhead, signed by an individual with authority to bind the Offeror in a contract with SIPA. The transmittal letter shall include a statement that the person signing is empowered to contractually bind the Offeror. The transmittal letter should include an executive summary and include a brief written overview of the Offeror’s company and proposed solution.
2. The executive summary shall not exceed ten (10) pages in length (excluding title page). No appendices or specific references to additional information will be accepted. The executive summary should be written to communicate a summary of the Offeror’s Response. **The Offeror must not include any pricing information or estimated savings in the executive summary.**
3. For the Response, the Offeror must provide, as a separate Microsoft Word document, a file entitled “**ABC Executive Summary.docx.**”

#### Exceptions to Requirements (including MSA Terms and Conditions)

The final terms and conditions of any Contract awarded as a result of this ITN shall be agreed upon during negotiation. However, the minimum standard terms and conditions that will be included in any awarded Contract are contained in the Master Services Agreement (MSA) included in the ITN documents.

##### Exceptions Details

This section contains the format for Offerors to note any exception to any standard provision, term, or condition specified in the ITN. **Offerors should note that SIPA expects each Offeror to comply with the requirements of this ITN as written, and to price its Response accordingly. SIPA strongly discourages any Offeror from indicating that it does not agree or does not comply with a provision because the Offeror is unwilling to price it (for risk, liability, or any other reason).** An explanation as to why the Offeror **cannot** comply with the provision, term, or condition **and** why the proposed alternative language **must** be included in the Response. Examples of nonresponsive explanations include:

1. Referencing negotiation of revised language in another SIPA or other state agency contract;
2. Referring to an internal division’s need for the revised language without a valid reason as to why the exception is necessary;
3. Indicating the proposed language is “negotiable;” and
4. Referencing an internal Offeror terms and conditions document.

Exceptions must include:

1. ITN document title (ITN, SOW, MSA, etc.), section number, and section title;
2. Explanation as to why Offeror cannot comply with the term or condition; and
3. Proposed alternate language (redline).

If Offeror fails to note any exception within its Response, Offeror may not be allowed to request an exception throughout the procurement process. No exceptions will be considered after negotiations or Contract Award.

##### Exceptions Response

Refer to ITN **Attachment 1 Exceptions**. The Offeror shall complete **Attachment 1 Exceptions** as described below:

1. The column labeled # shall be a sequential number;
2. The column labeled Offeror shall include Offeror’s three-letter identifier;
3. The column labeled Doc, Offeror shall use the Dropdown defined; “MSA” for MSA and MSA Attachments, SOW for any exceptions to **Exhibit 2.0 Service Model**, SLA for any exceptions to **Exhibit 3.0 Performance Model**, “FIN” for any exceptions to **Exhibit 4.0 Business Model**.
4. The column labeled “Location/Specific Section Reference” should be used to identify the specific ITN document and the location(s) (section number or other identifiable reference) within the ITN documents that the language addresses.
5. The column labeled Objection/Issue shall describe the Offerors issue and/or objection to the term defined in the requirement documents, including the required explanation described in **Section 3.5.3.2.1 Exceptions Details**.
6. The column labeled Proposed Alternative Language (redline) shall be updated as follows: copy the term “as-is” from the associated ITN document, use strikethrough function in Excel for any removed text, use blue underlined text for any added text.
7. Offeror should not modify or remove any of the columns in the template, including the hidden columns.
8. For the Response, the Offeror must provide, as a separate Microsoft Excel document, a file entitled: “**ABC Attachment 1 Exceptions.xlsx**”.

**Offerors are encouraged not to request exceptions to standard contract terms and conditions; SIPA, in its sole discretion, may accept or reject the Offeror’s requested exceptions**. Exceptions will be one (1) factor considered by SIPA in determining best value for the State.

Prior to the final award of a Contract, SIPA reserves the right to make changes to the Master Services Agreement. Should this occur, any Offeror selected for negotiations will be notified. If any changes are made prior to the ITN Response deadline, SIPA will address the changes in an Addendum posted to the SIPA website.

If there are no exceptions, the Offeror shall explicitly state the Offeror takes no exception to any part of this ITN.

**Any exception may result in the Contract not being awarded to the Offeror. SIPA reserves the right to exclude an Offeror based upon the quality and substance of any exception(s).**

##### MSA Exceptions

In addition to completing Attachment 1 Exceptions, Offeror shall include in its Response a red-lined version of the MSA containing only those Exceptions specific to MSA material. Further, Offeror shall include a comment with each redline providing the above-described explanation for why the redlined language is necessary and why the Offeror cannot comply with the original language. For the Response, the Offeror must provide, as a separate Microsoft Word document, a file entitled: **“ABC MSA Exceptions.docx”**.

#### Offeror Information

1. The Offeror shall complete all sections of **ITN Attachment 2: Offeror Information**.
2. For the Response, the Offeror must provide, as a separate document, a file entitled: “**ABC Attachment 2 Offeror Info.pdf**.”
3. This attachment includes the following form:

##### Offeror Identity Form

1. This **ITN Attachment 2: Offeror Information, Section 1 Offeror Identity Form** must be completed and signed or the Response may be disqualified as noncompliant.

##### Offeror Qualifications

1. The Offeror must clearly state how it meets the following qualification preferences in the **ITN Attachment 2: Offeror Information, Section 2 Offeror Qualifications**:
2. The Offeror has not, within a three (3) year period preceding this ITN, had one or more public sector (federal, state, or local government) engagements for similar services stated in **Exhibit 2.1.2 (Payment Services Statement of Work)** or **Exhibit 2.1.3 (Portal Services Statement of Work)** terminated for cause.
3. Within the last three (3) years Offeror processed at least $200 million in payment services transactions per year.
4. Within the last five (5) years Offeror performed website development, application maintenance, and application development services for either the public or private sector where the Offeror was responsible for at least three (3) development projects valued at a minimum of $100,000 each.

##### Offeror Experience

1. Using the table provided in **ITN Attachment 2: Offeror Information, Section 3 Offeror Experience**, Offeror shall summarize its business experience providing the Services described in this ITN. If responding as a Prime Service Provider and Subcontractor partnership, Offeror must specify the company for the specific business experience. Offeror shall fully respond to the elements as requested.

##### Offeror References

1. Using **ITN Attachment 2: Offeror Information, Section 4 Offeror References**, Offeror shall provide the name, title, contact number, and description of services provided for three (3) references for which the Offeror provided technical solution services, noting if Offeror were the Prime or Subcontractor. The services provided to the references should meet the requirements of **Section 3.5.3.4 Offeror Qualifications** of this ITN.

##### Canceled Contract References

1. Using **ITN Attachment 2: Offeror Information, Section 5 Canceled Contracts**, Offeror shall provide the name, title, contact number, and description of services provided for any contract that was canceled or prematurely terminated in the past six (6) years. If responding as a Prime Service Provider and Subcontractor partnership, Offeror must specify the company for the specific cancelation. Offeror shall include details on the reason for the cancelation and the Offeror’s position relevant to the cancelation, including the final resolution and any lawsuits or settlements of the contract cancelation. Offeror shall add additional rows as necessary to provide all canceled contracts within the required timeframe.
2. Offeror shall provide contact information for individuals able to address questions concerning the cancelation. **Failure to fully disclose canceled contract within the scope of this requirement may result in disqualification. If the failure to disclose is not learned until a Contract has been awarded to the Offeror, the Contract may be terminated. In the event of such termination, the Offeror shall be liable for all costs associated with the re-procurement, including any increased costs for the services originally awarded.**
3. If there are no canceled contracts, the Offeror shall affirm such in this section.

#### Financial Information

The Offeror must include the following items in its Response. Failure to include any of the items listed for the appropriate company type may result in disqualification of the Offeror’s Response. **If the failure to disclose is not learned until a Contract has been awarded to the Offeror, the Contract may be terminated. In the event of such termination, the Offeror shall be liable for all costs associated with the re-procurement, including any increased costs for the services originally awarded.**

#### Publicly Traded Companies:

1. Exact name of the Offeror on title page of the most currently filed SEC forms 10K and 10Q. Fully explain the reason(s) why any reports have not been timely filed within the past three (3) years;

2. For the last three (3) fiscal years most recently ended, audited financial statements prepared in accordance with Generally Acceptable Accounting Practices (GAAP);

3. Colorado Secretary of State’s certificate of good standing;

4. Completed W-9;

5. Certificate of Insurance that sets forth limits of liability to include all insurance coverage of the company. If awarded a Contract, the Offeror shall provide a certificate of insurance to protect SIPA for the coverages and in the amounts as described in **MSA Attachment B Insurance and Risk of Loss**.

#### Privately Owned Companies (C and S corporations, LLCs, and similar forms of ownership):

1. For the last three (3) fiscal years most recently ended, audited financial statements prepared in accordance with GAAP. If audited financial statements are not prepared, un-audited financial statements will suffice as long as Offeror affirms that it is not required to have its financial statements audited and therefore does not currently have audited financial statements to provide in response to this ITN;

2. Latest two (2) quarters internally prepared financial statements;

3. Colorado Secretary of State’s certificate of good standing;

4. Completed W-9;

5. Certificate of Insurance that sets forth limits of liability to include all insurance coverage of the company. If awarded a Contract, the Offeror shall provide a certificate of insurance to protect SIPA and its EGEs for the coverages and in the amounts as described in **MSA Attachment B Insurance and Risk of Loss**.

For the Response, the Offeror must provide, as a separate Microsoft Word or PDF document, a file entitled: **“ABC Financial Information (.docx or pdf).”**

### Addenda to the ITN

1. SIPA will not be bound by any oral statement or representation contrary to the written specifications of the ITN. Any revision, clarification, or interpretation pertaining to the ITN will be in writing and issued by SIPA as an Addendum. Any change or interpretation not in an Addendum will not legally bind SIPA. Any Addendum must be issued through SIPA’s Contract Manager and posted to [SIPA Website](https://sipa.colorado.gov/portal-integrator-procurement).
2. To acknowledge receipt of all Addenda, the Offeror shall provide a completed and signed “page one” of each Addendum. Addenda may be grouped into a single file entitled “**ABC Addenda (.docx or pdf)**.”

#### Administrative Response Package 1 Submission

The following table summarizes the files to be included in the Administrative Submission with the corresponding file names.

Table 2: Response Package 1 Files

|  |  |
| --- | --- |
| ITN Reference | Form of Response |
| Transmittal Letter and Executive Summary | “ABC Executive Summary.docx” |
| ITN Attachment 1: Exceptions | “ABC Attachment 1 Exceptions.docx” |
| Redlined Master Services Agreement | “ABC MSA Exceptions.docx” |
| ITN Attachment 2: Offeror Information | “ABC Attachment 2 Offeror Info.docx” |
| Financial Information | “ABC Financial Information (.docx or .pdf)” |
| Addenda to the ITN | **“**ABC Addenda (.docx or .pdf)”  |

### Response to Service Requirements – Response Package 2

#### Solution Document

Offeror shall complete **Exhibit 2.1.4 Cross-Functional Services Solution, Exhibit 2.1.5 Payment Services Solution,** **Exhibit 2.1.6 Portal Services Solution**, and **Exhibit 2.1.7 Transition Services Solution** per the instructions provided in the Exhibits. These Exhibits are intended to be updated in stages throughout the procurement process. The Exhibits contain outlines of key topic areas that Offeror is required to address as part of its response. The response will include a thorough description of its solution and overall approach to implementing the Services.

1. Offeror may be able to leverage the assets described in **Exhibit 4.1 Pricing Structure** as well as the information available in the Data Room, **Section 1.3.6 Offeror Note: ITN Data Room** as part of its solution response. SIPA requests that Offerors evaluate the feasibility of leveraging these existing State investments to minimize transition timelines and maximize cost efficiencies.
2. For the Response, the Offeror must provide, as separate Microsoft Word documents, a files entitled “**ABC Exhibit 2.1.4 CF Solution.docx**”, **“ABC Exhibit 2.1.5 Payment Solution.docx**”, “**ABC Exhibit 2.1.6 DGS Solution.docx**”, and “**ABC Exhibit 2.1.7 Transition Solution.docx**”. The Response to each document has page limits noted in the Offeror Guidelines section of each document. The page limit includes any graphics, tables, etc., and Offerors shall not alter the font of the document in providing their Response.

#### Transition Project Plan

Offeror shall provide a Transition Project Plan in Microsoft Project format including all milestones and high-level activities necessary for the successful completion of transition. The file, which should include timing and milestones, must be in Microsoft Project format and entitled “**ABC Transition Project Plan.mpp**”.

#### Key Personnel

Offeror shall complete **Exhibit 2.4 Key Personnel** per the instructions provided in the Exhibit. This Exhibit is intended to be updated in stages throughout the procurement process. The Exhibit contains a section to include a proposed organization chart for the service relationship, indicating positions considered Key Personnel with a description of responsibilities of key positions and departments.

Offeror must include in its Response the resumes and qualifications of all proposed Offeror Key Personnel, including their specific experience working on related projects. Resumes should specifically detail experience working on projects and services of similar scale and complexity as the Services sought through this ITN, including work on projects used as references. Resumes shall be no more than two (2) pages in length.

The Account Organization must include actual names of Key Personnel initially assigned to the account and their resumes, not simply generic resumes with the types of skills sought. The Offeror must provide these resumes as attached pages at the end of the document.

For the Response, the Offeror must provide, as a separate Microsoft Word document, a file entitled “**ABC Exhibit 2.4 Key Personnel.docx**”.

### Service Requirements Response Package 2 Submission

The following table summarizes the files to be included in the Statement of Work Submission with the corresponding file names.

Table 3: Response Package 2 Files

| ITN Reference | Form of Response |
| --- | --- |
| Exhibit 2.1.4 Cross-Functional Services Solution | “ABC Exhibit 2.1.4 CF Solution.docx” |
| Exhibit 2.1.5 Payment Services Solution | “ABC Exhibit 2.1.5 Payment Solution.docx” |
| Exhibit 2.1.6 Portal Services Solution  | “ABC Exhibit 2.1.6 DGS Solution.docx” |
| Exhibit 2.1.7 Transition Services Solution | “ABC Exhibit 2.1.7 Transition Solution.docx” |
| Offeror Transition Project Plan | “ABC Transition Project Plan.mpp.” |
| Exhibit 2.4 Key Personnel | “ABC Exhibit 2.4 KeyPersonnel.docx” |

### Response to Pricing – Response Package 3

Offeror shall use the electronic version of **Exhibit 4.1 Pricing Structure** to provide a detailed pricing proposal. Offeror shall not alter the format of the pricing templates or associated Exhibits.

For the Response, the Offeror must provide, as a separate Microsoft Excel document pursuant to instructions in **Exhibit 4.0 and Exhibit 4.1**, a file entitled “**ABC Exhibit 4.1 Pricing Structure.xlsx**”.

### Pricing Response Package 3 Submission

The following table summarizes the files to be included in the Pricing submission with the corresponding file names.

Table 4: Response Package 3 Files

|  |  |
| --- | --- |
| ITN Reference | Form of Response |
| Exhibit 4.1 Pricing Structure | “ABC Exhibit 4.1 Pricing Structure.xlsx” |

## Response Format

### Document Formatting

All documents created by the Offeror shall be formatted as follows:

1. **Paper size**: 8.5 x 11 inch; or 8.5 x 14 inch where appropriate;
2. **Minimum font size**: 11 point in the body of the document and 9 point for tables and graphics (except for footnotes, headers, or footers);
3. **Maximum number of pages**: as specified for each document as applicable in **Section 3.5 Response Instructions** above (single-sided pages);
4. **Ready for printing**: all electronic files submitted must be pre-formatted for printing;
5. **Software**: all electronic files submitted should be created (or fully compatible) with any of the following software suites or packages: Microsoft Office 365. Offerors should NOT use .pdf files unless otherwise allowed above. Offerors shall not submit password protected files.

## Rejection of Responses

SIPA has sole discretionary authority and reserves the right to reject any Responses received as a result of this ITN. Responses that do not comply with the mandatory submission requirements may be rejected. Responses that fail to comply with the instructions contained in **Section 3.5.3.2 Exceptions to Requirements (including MSA Terms and Conditions)** may be disqualified. Responses that, in SIPA’s sole discretion, contain an excessive quantity of exceptions or exceptions that are so substantive as to pose a substantial risk to the successful achievement of a Contract may be removed from further consideration. In addition, SIPA reserves the right to accept or reject, in whole or in part, any Responses submitted, and to waive minor technicalities when in the best interest of the State.

## Right to Amend or Withdraw ITN

SIPA reserves the right to alter, amend, or modify any provision of this ITN, or to withdraw this ITN, in whole or in part, at any time prior to the award of a Contract if doing so is in the best interest of the State. SIPA reserves the right to re-solicit for like or similar products and services whenever it determines re-solicitation to be in the best interest of the State.

Any changes or additional information regarding this ITN will be posted as an Addendum at [SIPA Website](https://sipa.colorado.gov/portal-integrator-procurement). It is the responsibility of Offerors to monitor the web site for Addenda. Offeror's failure to periodically check the website will in no way release the Offeror from Addenda or additional information resulting in additional costs to meet the requirements of the ITN.

## Pre-agreement Costs

SIPA shall not be responsible or liable for any cost incurred by any Offeror in the preparation and submission of its Response to this ITN or for other costs incurred by participating in this procurement process.

## Ownership of Responses

All Responses become the property of SIPA. SIPA reserves the right to use any and all information or materials presented in response to this ITN. Disqualification of an Offeror’s Response does not eliminate this right.

## Confidentiality of Submissions

SIPA is subject to the requirements of C.R.S. [§ 24-72-201](https://www.sos.state.co.us/pubs/info_center/laws/Title24/Title24Article72Part2.html), et seq., (CORA). All disclosure and withholding of information submitted will be handled pursuant to CORA.

## News Release

Offeror-initiated news releases pertaining to this ITN shall not be made without prior written approval of SIPA, in its sole and absolute discretion. A minimum of ten (10) Business Days written notice is required for such approval.

# EVALUATIONS, NEGOTIATIONS, AND AWARD

## Evaluation of Responses

SIPA will review Responses to determine responsiveness to this ITN. All determinations about responsiveness to this ITN are final. All Responses determined to be responsive will go through a financial review by SIPA Finance. **The financial review (here, a review of the financial solvency of the Offeror) is a pass/fail determination, failure may result in an Offeror to be found non- responsive**. Only Responses that pass will be considered for award.

At any time during the evaluation process, SIPA may ask any or all Offerors to elaborate on or clarify specific points or portions of their Response. SIPA’s request and Offeror’s response shall be in writing.

## Evaluation Criteria

### Pass/Fail Criteria

In addition to the weighted criteria listed below SIPA also reviews additional Pass/Fail criteria as follows:

1. Financial Information is a Pass/Fail review conducted by SIPA Finance;
2. Completion and signing of ITN Attachment 2 Offeror Information Form.

### Evaluation Criteria

SIPA will use the following criteria to evaluate proposals and determine the best value:

|  | **Evaluation Criteria, Sub-criteria, and Key Response Documents** |
| --- | --- |
| **Quality of Solution** |
| 1 | **Solution Clarity and Effectiveness.** Overall Offeror solution, including clarity and comprehensiveness of technical approach and solution description. The proposal provides details in the plan and approach that convey knowledge of the current environment and the applicability of the proposed solution to efficiently meeting SIPA's requirements. | Executive SummaryExhibit 2.1.4 (Cross Functional Services Solution)Exhibit 2.1.5 (Payment Services Solution)Exhibit 2.1.6 (Portal Services Solution)Exhibit 2.1.7 (Transition Services Solution)Transition Project PlanExhibit 2.4 (Key Personnel) |
| 2 | **Process Maturity and Completeness.**Offeror plans and approach for using industry standard and client-tested processes that demonstrate capability to institute complete, effective, mature, and efficient processes. This includes: ITIL compliant processes (e.g., incident, change, information security, asset management); Project Management discipline and accountability; and proven approaches to process documentation, maintenance, and adherence. |
| 3 | **Flexibility of Approach.** Ability of the proposed solution to address both the enterprise objectives and the unique requirements of individual EGEs, while being able to adapt to the state’s dynamic environment over time, including changing business needs (e.g., funding opportunity, new legislative mandate), changing operational needs (e.g., changes to tiers of service, changes to disaster recovery priorities), and work re-prioritization. |
| 4 | **Transition Approach and Plan.** Evaluation and assessment of Transition Plan detail, the completeness of scope, the timetable, and proposed sequencing of the Transition Project Plan. |
| **Experience and Past Performance** |
| 5 | **Demonstrated Experience with Similar Scale and Complexity.**Offeror demonstrated ability to support a large, complex environment, including specific experience and demonstrated ability in providing the Services to other entities on a scale and at a level of complexity comparable to the Services described in this ITN. Offeror size, industry track record, references, and capacity to provide the managerial, technical, and physical resources to deliver the Services. Offeror proven ability to deliver the same or similar services. | Executive SummaryITN Attachment 2 (Offeror Information)Exhibit 2.4 (Key Personnel) |
| 6 | **Offerors References.**Client references that exhibit a positive capability and experience with accounts of a similar size, scope, and complexity to the State of Colorado. |
| 8 | **Proposed Account Organization.**The proposed account organization aligns with the requirements, clearly delineates lines of authority and responsibility for all service areas and empowers the Account Director with the appropriate amount of decision-making authority to support SIPA on a timely basis. |
| 9 | **Personnel Quality and Experience.** Organizational commitment to provide an experienced, competent delivery team with seasoned, knowledgeable leadership, including proposed management and technical personnel to be assigned. Proposed personnel have education and experience that complement each other to meet solution requirements. Team members have a history of successful performance on projects of similar size and scope. Demonstrated partnership culture with industry thought leadership (beyond the assigned delivery team) that is provided to clients for strategic insights and innovation planning.  |
| **Commercial Proposal** |
| 10 | **Business Case.**A financial business case that provides sufficient funding to meet the requirements and achieve the desired outcomes stated in the ITN within the constraints of the self-funded business model. Pricing assumptions are reasonable and can be addressed and removed through due diligence and negotiations with minimal impact to the business case. | ITN Attachment 1 (Exceptions)Redlined Master Services AgreementExhibit 4.1 (Pricing Structure) |
| 11 | **Requirements Acceptance.**General acceptance of the requirements documented in the ITN. Exceptions documented in ITN Attachment 1 are minimal in quantity and impact and can be addressed and resolved in a timely manner through due diligence and negotiations. |

## Clarification Sessions

Based on Offeror evaluation scores and prior to Award, SIPA in its discretion may hold a series of clarification and discussion sessions with selected Offerors to ensure complete and accurate understanding of Responses to this ITN. These sessions may include oral presentations and solution or product demonstrations.

Offeror shall not mark any of the Offeror Solution Document as confidential or copyright material. Failure by Offeror to allow such distribution of its solution may disqualify the Offeror from inclusion in further procurement discussions.

This ITN is intended to provide Offeror with enough information to build its Response, but it is the Offeror’s responsibility to obtain any additional information deemed necessary for the Offeror to meet its obligations under the terms of this ITN. Offerors participating in Clarification sessions will submit a written Due Diligence plan to SIPA as part of its amended Response.

## Revised Offer

After the initial scoring, SIPA may determine which responses may reasonably be considered for award selection and, at its discretion, may narrow the field of Offerors that may participate in subsequent evaluation activities such as additional discussion sessions or a Revised Offer process. To the extent that the Revised Offer process is employed, SIPA will evaluate revised offers in a manner consistent with the established best value scoring criteria. SIPA reserves the right to request multiple Revised Offers and continue to evaluate Responses until such point as the best value is obtained for the State.

## Negotiations

At the conclusion of the evaluation, as described within **Sections 4.1 Evaluation of Responses** and **4.4 Revised Offer** above, SIPA will determine the number of Offerors with which it will start Contract negotiations. Negotiations will continue until SIPA, in its sole discretion, determines that the best value for the State has been obtained.

## Award of Contract

SIPA reserves the right to make an award to best serve the interest of the state.

Award will be made to the Offeror providing the best value to the state. Any award for this ITN shall be posted at [SIPA Website](https://sipa.colorado.gov/portal-integrator-procurement) upon execution of a Contract.

The issuance of this ITN does not imply that SIPA is making an offer to do business with any ITN recipient or Offeror. No agreement or other binding obligation on SIPA is implied or will occur unless and until a definitive agreement is executed. The issuance of this ITN and the submission of the Offeror’s Response do not create any obligation upon SIPA to purchase goods or Services from the Offeror, or to enter into any binding legal relationship with one (1) or more of the Offerors.

# Appendix

## Summary Response Package Files

Table 7: Summary of Response Package Files

|  |
| --- |
| Response Package 1 Administrative  |
|  | ITN Reference | Form of Response |
| 1 | Transmittal Letter and Executive Summary | “ABC Executive Summary.docx” |
| 2 | ITN Attachment 1: Exceptions | “ABC Attachment 1 Exceptions.docx” |
| 3 | Redlined Master Services Agreement | “ABC MSA Exceptions.docx” |
| 4 | ITN Attachment 2: Offeror Information | “ABC Attachment 2 Offeror Info.docx” |
| 5 | Financial Information | “ABC Financial Information (.docx or .pdf)” |
| 6 | Addenda to the ITN | “ABC Addenda (.docx or .pdf)”  |
| Response Package 2 Service Requirements |
|  | ITN Reference | Form of Response |
| 7 | Exhibit 2.1.4 Cross-Functional Services Solution | “ABC Exhibit 2.1.4 CF Solution.docx” |
| 8 | Exhibit 2.1.5 Payment Services Solution | “ABC Exhibit 2.1.5 Payment Solution.docx” |
| 9 | Exhibit 2.1.6 Portal Services Solution  | “ABC Exhibit 2.1.6 DGS Solution.docx” |
| 10 | Exhibit 2.1.7 Transition Services Solution | “ABC Exhibit 2.1.7 Transition Solution.docx” |
| 11 | Offeror Transition Project Plan | “ABC Transition Project Plan.mpp.” |
| 12 | Exhibit 2.4 Key Personnel | “ABC Exhibit 2.4 KeyPersonnel.docx” |
| Response Package 3 Pricing |
|  | ITN Reference | Form of Response |
| 13 | Exhibit 4.1 Pricing Structure | “ABC Exhibit 4.1 Pricing Structure.xlsx” |

**<End of ITN>**