

**Colorado Statewide  
Internet Portal Authority**

**Request for Proposals (RFP)  
Solicitation No. 23-002**

**Accessibility Assessment and Remediation  
Services**

<b>Issue Date:</b>	<b>July 10, 2023</b>
<b>Proposal Due Date:</b>	<b>August 1, 2023 3:00pm MST</b>



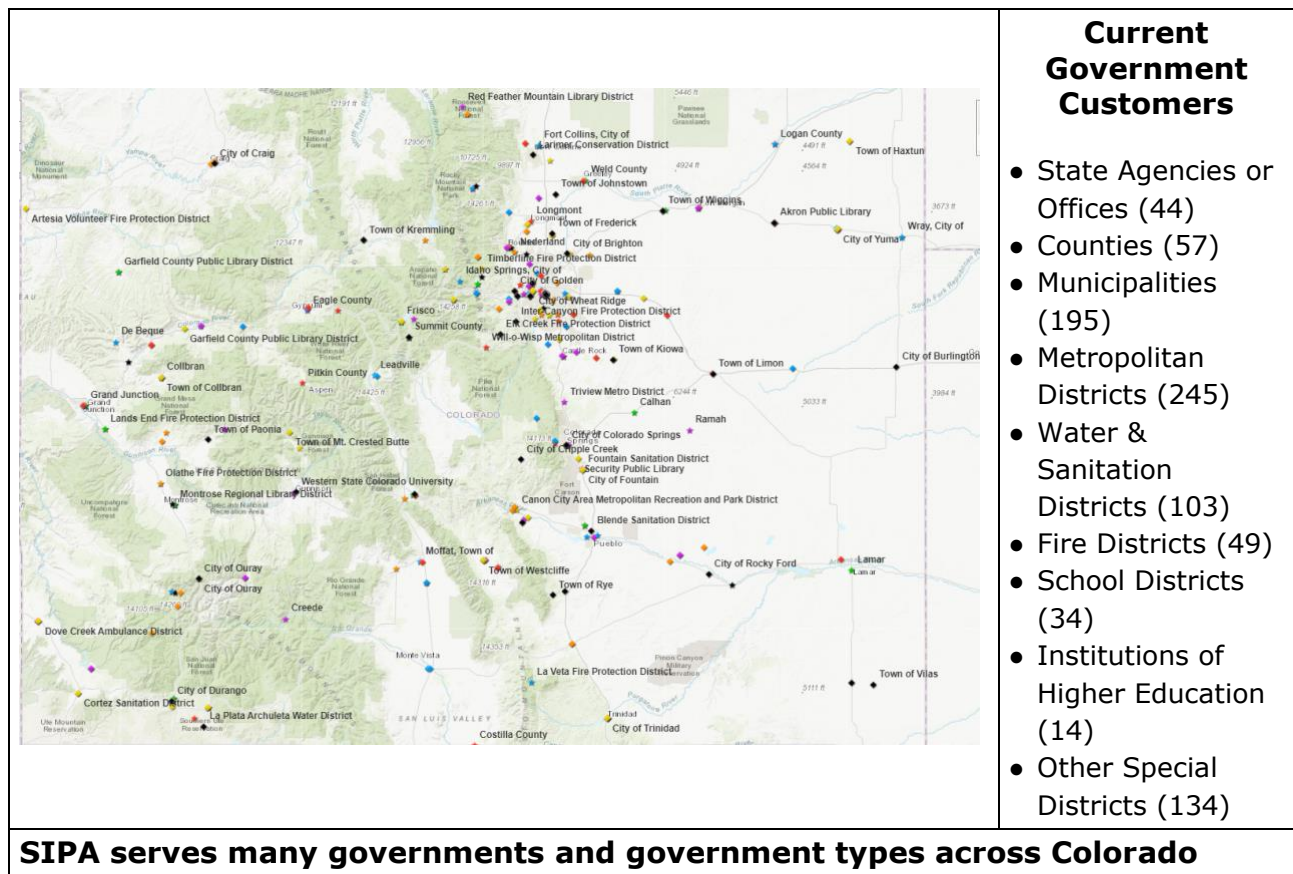
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# 1. Objective

This Request for Proposals (RFP) is issued by the Colorado Statewide Internet Portal Authority (SIPA) to solicit proposals from interested Offerors to provide comprehensive **Accessibility Assessment and Remediation Services** that SIPA will make available to all Eligible Governmental Entities within Colorado, as allowed in C.R.S. § 24-37.7-101, et seq. As a result of this RFP, SIPA expects to select a limited number of qualified Offerors with whom to negotiate. **Section 8. Evaluations, Negotiations, and Award** contains more information regarding the evaluation and Offeror selection process.

SIPA was created in 2004 by an act of the Colorado State Legislature to provide efficient and effective services for citizens through modern business practices and innovative technology solutions. SIPA provides its services to state agencies and local governments, which are known as Eligible Governmental Entities (EGE's) as defined in C.R.S. §§ 24-37.7-101(5) and (6). SIPA currently serves 875 government entities within Colorado, consisting of state agencies, municipalities, counties, public institutions of higher education, public K-12 school districts, and special districts. Per SIPA's statute, all government entities within Colorado are authorized to contract with SIPA for electronic information, products, and services offered by SIPA.



SIPA does not receive any appropriation from the Colorado General Assembly. SIPA is self-funded through its partnership with its Portal Integrator and through the sales of

electronic information, products, and services to Colorado governments. Current offerings are described at <https://sipa.colorado.gov/services>.

As of 6/6/2023, SIPA, through its partner Tyler Colorado, currently hosts 499 websites for a variety of government entities (i.e., state agencies, municipalities, counties, public K-12 and higher education, and special districts). These websites are hosted on the Drupal platform (current version 9.5.8) in the Acquia Cloud environment. Tyler Colorado will be migrating all sites to Drupal 10 in late summer of 2023. The Americans with Disabilities Act requires that websites, mobile applications, and documents be accessible to all users. Without proper design, coding, and user testing, many of these digital properties are developed with accessibility barriers that make them difficult or impossible for some people to use. House Bill 21-1110 (Link: [House Bill 21-1110](#)) was signed into law and made effective on June 30, 2021, in the State of Colorado. Senate Bill 23-244 (Link: [Senate Bill 23-244](#)) was signed into law and made effective on April 20, 2023, in the State of Colorado. Together, these bills strengthen protections against discrimination on the basis of disability and declare the Governor's Office of Information Technology as the authoritative body over State accessibility standards for individuals with a disability, pertinent to the State's information technology infrastructure regarding the creation, use, and publication of any online content and materials used by each State agency. The provisions contained in the legislation must be fully implemented statewide by July 1, 2024, thereby establishing and complying with digital accessibility standards promulgated by the World Wide Web Consortium (W3C) (Link: [World Wide Web Consortium Site](#)).

The purpose of this RFP is to identify Accessibility Assessment and Remediation suppliers to add to the SIPA technology portfolio by awarding contracts to a limited number of qualified suppliers who can provide a broad range of Accessibility Assessment and Remediation Services to SIPA customers.

Through this RFP process SIPA desires to:

- Award contracts to a limited number of qualified suppliers who can provide a comprehensive array of Accessibility Assessment and Remediation services to large and small Colorado governments.
- Award contracts that provide competitive pricing, outstanding customer service, industry-leading solutions, and strong account management.
- Create a portfolio of competitively solicited contracts with suppliers providing Accessibility Assessment and Remediation Services.
- Award contracts to suppliers who will invest in partnering with SIPA.
- Award contracts to suppliers who understand the value to themselves and to Colorado governments of utilizing SIPA as the preferred market channel to Colorado governments.

## **2. Minimum Requirements**

Offeror must meet the following minimum requirements to be considered eligible to receive a contract resulting from this RFP:

1. Offeror must meet all Offeror Eligibility requirements (**Attachment 1, Section 3A**).
2. Offeror must meet the Proposal Integrity requirements (**Attachment 1, Section 3B**).
3. Offeror must demonstrate at least three (3) years of experience providing Accessibility Assessment and Remediation Services, ideally to government entities (**Attachment 1, Section 5**).

Failure of Offeror to disclose any information in response to the minimum requirements may result in SIPA's determination that Offeror is not responsive to the RFP and not reasonably eligible for award.

Requirements set forth in this **Section 2** are continuing requirements throughout the RFP process and awarded contract(s), including any contract extensions. SIPA reserves the right to determine Offeror's eligibility based on factors such as financial, material, or personnel resources and expertise, satisfactory record of performance, satisfactory record of integrity, and status of debarment.

### **3. Scope**

#### **A. Required Services**

SIPA intends to contract with the successful Offeror(s) to provide Accessibility Assessment and Remediation services to Colorado Eligible Governmental Entities in accordance with the Master Services Agreement (MSA) and related Exhibits provided in this RFP.

#### **B. 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 included with the RFP documents.

#### **C. Term of Contract**

SIPA anticipates that the term of the Contract will be a three (3) year term with up to three (3) optional renewals of up to one (1) year each to be exercised by SIPA at its discretion. A copy of SIPA's MSA is attached for reference.

#### **D. Accessibility**

Products, applications, and websites that will be used by Colorado state employees or members of the public must comply with all local, state, and federal law, rules, and regulations. Learn more: <https://oit.colorado.gov/accessibility>

SIPA reserves the right to make changes to the MSA and Exhibits.

## 4. Statement of Work

### A. Accessibility Assessment and Remediation Services

SIPA is seeking to contract with a limited number of Offerors who provide the widest breadth of Accessibility Assessment and Remediation services to SIPA customers. SIPA will award contracts to the optimal number of suppliers to create a portfolio reflective of this desired breadth.

Below is a description of representative, but not exhaustive, Accessibility Assessment and Remediation services SIPA may contract for through one or more awarded suppliers. However, Offeror is encouraged to include in the response to the Statement of Work any additional capabilities, services, or solutions they wish SIPA to consider as part of an award.

In providing the response to this Statement of Work, Offeror should reference their capability to address, at a minimum, the following:

- Expertise in assessing website and/or application accessibility compliance using both automated and manual testing techniques to identify gaps in compliance as it relates to Colorado accessibility standards (see Section 3D).
- Development of accessibility assessment report, compliance plans/roadmaps, and remediation plans that include key findings and pass/fail status for every success criterion of the WCAG guidelines.
- Experience in developing accessibility conformance reports or Voluntary Products Accessibility Templates for applications.
- Accessibility Statement authoring.
- Training Content Managers on best practices related to ensuring website content is compliant with Colorado accessibility standards and that remediation updates are maintained.
- Expertise in providing accessibility remediation services for content-related accessibility issues.
- Experience in providing recommendations for platform-related accessibility gaps.
- Expertise in providing accessibility monitoring and support on an as-needed basis.
- Expertise in remediation of standard document types (e.g.- documents, spreadsheets, pdfs, infographics/diagrams) as well as data dashboards, maps, charts/graphics, and OCR files.

Note: Offerors can propose partnerships with third parties to provide these services, but those agreements must be in place between Offeror and the third party at the time of proposal submission.

**Note: SIPA is not interested in proposals that include the use of an overlay to temporarily remediate accessibility issues. Proposals that include the use of overlays as a method of remediation will be considered non-responsive.**

SIPA reserves the right to allow awarded suppliers to only market, sell, and support, through its SIPA contract, those Accessibility Assessment and Remediation services which SIPA, in its sole discretion, determines align with the SIPA mission of providing efficient and effective resident facing services through innovative technology solutions.

## **B. Account Management**

### Customer Service

Customer service is critical to the satisfaction of SIPA's customers. Offeror must provide a narrative describing its approach to customer service, including its approach to issue resolution and issue escalation, customer engagement, and where customer engagement and/or sales prospecting will intersect with appropriate SIPA personnel.

### Account Management Team

Offeror must provide a narrative describing the account management personnel assigned to the SIPA account, to include, at minimum, job titles, responsibilities, and an organizational chart showing the titles and names of Offeror staff who will engage with SIPA during the sales, project execution, and overall relationship activities. Include the primary point of contact for the sales, project management, senior technical personnel, and administrative (billing/payments) functions.

### Administrative Workflows (Quotes/Purchase Orders/Billing/Payments)

SIPA's business model requires suppliers to present initial quotes to SIPA (**NOT** directly to customer) once an agreed upon service or Statement of Work has been requested. One quote or statement of work will have customer facing pricing, while the other will have SIPA's discount. SIPA then provides a quote to the customer. After the customer provides a Purchase Order to SIPA, SIPA then executes the discounted agreement with the supplier. The invoicing and payment processes follow the same steps. Offeror must provide a statement acknowledging this process and agreeing to work with SIPA to continuously improve these workflows, as part of their Statement of Work response.

### SIPA - Supplier Relationship

SIPA views its relationships with its suppliers as a critical component of its overall business model. SIPA expects an awarded Offeror to similarly value the opportunity to build a mutually beneficial relationship with SIPA. Suppliers partner with SIPA to:

- Participate in the annual SIPA User Conference
- Participate in joint marketing activities

Offeror should provide a statement acknowledging its approach to partnering with SIPA as part of their Statement of Work response.

## **5. Offeror Experience and Past Performance**

Offeror must provide a narrative describing its experience in working with accounts of similar scope and scale, including experience with government accounts of all size and type (i.e., state agencies, municipalities, counties, public K-12 and higher education, and special districts). **Three (3) of these examples should be client references** that exhibit a positive capability and experience with accounts of a similar size, scope, and complexity, preferably within the government sector in Colorado. **A template is provided in Attachment 1, Section 5.**

## **6. Pricing**

SIPA suppliers are expected to provide SIPA EGE customers with competitively priced services and solutions. Procuring supplier services through SIPA should always be the preferred procurement path for SIPA customers. SIPA's statute makes it easy for

Colorado governments to procure its services without the need for any additional formal procurement activities. As described in the MSA, SIPA prepares customer facing quotes on behalf of suppliers. Suppliers invoice SIPA, and SIPA invoices EGE customers. EGE Customers pay SIPA, and SIPA pays suppliers.

SIPA receives an additional discount on all supplier services for SIPA EGE customers as outlined in **Attachment 1, Section 6**. This additional discount allows SIPA to offset the costs associated with contract management, project management, invoicing, and to provide other digital government services.

SIPA reserves the right to negotiate individual pricing components with the Offeror(s) selected for award. Offeror must provide pricing details per the instructions in **Attachment 1, Section 6**.

## 7. General Information

### A. Point of Contact

Kara Finch is the sole point of contact for this procurement. Any correspondence related to this RFP must 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](mailto:itn@cosipa.gov)

Offeror shall make no contact concerning this RFP with other SIPA staff or members of the SIPA Board of Directors. **Failure to comply with this requirement may result in disqualification.** Communication with SIPA staff concerning normal course of business, not related to this RFP, is allowed.

### B. Schedule of Events

SIPAs intends to follow the schedule of events shown **Table 1: 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 Offeror to monitor the website for schedule modifications. The website does not provide automatic notification of changes to Offeror.



**Table 1: Schedule of Events**

<b>Activity</b>	<b>Deadline</b>
RFP Posting Date	July 10, 2023
Deadline for Submitting RFP Questions	July 17, 2023 (3:00 p.m. MST)
Response to RFP Questions Posted	July 25, 2023 (5:00 p.m. MST)
Deadline for Submitting Proposal	August 1, 2023 (3:00 p.m. MST)
Proposal Evaluations	August 2023
Contract Negotiations	August 2023
RFP Award and Contract Execution	September 2023
Contract Commencement	September 2023

**C. Written Questions and Official Answers**

Offeror shall submit all questions regarding this RFP by using the Google form found [here](#). Questions regarding this RFP will be accepted until the date and time specified in the table above. Official answers will be posted to the SIPA website in the form of an addendum by the date and time outlined above.

**D. Proposal Deadline and Submission Requirements**

Offeror is required to submit the proposal in accordance with the requirements outlined in this document. Offeror must submit the proposals to [itn@cosipa.gov](mailto:itn@cosipa.gov). No hard copy submittals will be accepted for work under this RFP. Proposals must be received by SIPA on or **before** the date and time specified in **Section 7B General Information – Schedule of Events**. Proposals must be delivered electronically as described in **Section 7E General Information – Submission Method**.

Offeror is responsible for ensuring SIPA receives the Offeror's complete proposal on or before the proposal submission deadline. **Proposals received after the submission deadline will not be opened and will be rejected as a late proposal unless otherwise permitted by SIPA. SIPA reserves the right to disqualify proposals as non-responsive that do not adhere to the page limitations per section as outlined below in Section 7F Proposal Format, that do not fully complete the Attachment 1 - Offeror Information, and that do not provide MSA exceptions or clearly state no exceptions are being made.**

It is Offeror's responsibility to ensure timely submission of proposals by the deadline specified in this RFP. Reasonably foreseeable problems inherent in the delivery of proposals are not extraordinary circumstances permitting acceptance of late proposals.

**E. Proposal Instructions**

Solicitation Clarity

Offeror must carefully examine the solicitation. Offeror is responsible for securing any additional information needed to gain a clear and full understanding of the requirements from the SIPA point of contact.

Submission Method

Proposals must be sent to [itn@cosipa.gov](mailto:itn@cosipa.gov). Electronic proposals are required and must be submitted via email. Non-submission of any of the requested information may disqualify

Offeror's proposal from further consideration by SIPA.

#### No Marketing Materials Desired

Unnecessarily elaborate brochures or other presentations beyond those requested and sufficient to present a complete proposal **are discouraged**. Offerors are encouraged not to provide materials beyond what is required in this RFP.

### **F. Proposal Format**

Offeror shall organize its proposal described below and outlined in Attachment 1:

1. Signed Offeror Identity Form (**Attachment 1, Section 1**). **Please attach as a separate PDF.**
2. **The following information can be submitted as a single PDF or Word Document.**
  - a. Executive Summary (**Attachment 1, Section 2**). The executive summary should provide a brief written overview of Offeror's company and proposed solution. The executive summary shall not exceed four (4) pages in length. No appendices or specific references to additional information will be accepted. The executive summary should be written to communicate a summary of Offeror's proposal. Offeror must not include any pricing information or estimated savings in the executive summary.
  - b. Responses to Offeror Eligibility and Response Integrity in **Attachment 1, Sections 3A and 3B**. This section shall not exceed five (5) pages.
  - c. Response to Statement of Work. This section should not exceed eight (8) pages. The template for this section is **Attachment 1, Sections 4A and 4B**.
    - i. Accessibility Assessment and Remediation services as described in **Section 4A** of this document.
    - ii. Response to Account Management as described in **Section 4B** of this document.
  - d. Response to Offeror Experience & Past Performance – provide narrative and three (3) Offeror References as described in **Attachment 1, Section 5**. This section should not exceed four (4) pages.
3. Response to Pricing. Complete the Pricing Worksheet in **Attachment 1, Section 6** and submit as a **separate PDF**.
4. MSA Exceptions. Please include a redlined version of the MSA with Offeror's exceptions to the MSA. Offeror understands that any redlined exceptions are for consideration only and will be finalized during contract negotiations. No additional redlined exceptions will be considered after proposal submission. If Offeror intends to take exception to the MSA, Offeror must submit a redlined version of the MSA as part of their proposal. If Offeror has no exceptions to the MSA, Offeror should state that at the time of their submission.

Note that an excessive number of redlined exceptions to the MSA will be a factor in evaluating proposals. SIPA may deem a proposal non-responsive if an excessive number of exceptions to the MSA are submitted.

Redlined exceptions will not be accepted or negotiated outside of those submitted as part of the original proposal submission. **Please submit as a Word Document with changes tracked to indicate the redlined exceptions.**

### **G. Addenda to the RFP**

SIPA will not be bound by any oral statement or representation contrary to the written specifications of the RFP. Any revision, clarification, or interpretation pertaining to the RFP 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 will be posted to the SIPA Website.

### **H. Right to Amend or Withdraw the RFP**

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

Any changes or additional information regarding this RFP will be posted as an Addendum on the SIPA website. It is the responsibility of Offeror to monitor the website for any Addendum. Offeror's failure to periodically check the website will in no way release Offeror from the terms of the Addendum or additional information resulting in additional costs to meet the requirements of the RFP. Offeror acknowledges all Addendums through their proposal submission. Failure to sign the Addendum and submit it with the proposal shall not be intended to indicate that Offeror is not aware of any addendums. It is Offeror's responsibility to verify any addendums posted to the SIPA website prior to final proposal submission.

### **I. Pre-agreement Costs**

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

### **J. Ownership of Proposals**

All proposals become the property of SIPA. SIPA reserves the right to use any and all information or materials presented in response to this RFP. Disqualification of Offeror's proposal does not eliminate this right.

### **K. Confidentiality of Submissions**

SIPA is subject to the requirements of the Colorado Open Records Act (CORA), C.R.S. § 24-72-201, *et seq.* All disclosure and withholding of information submitted will be handled pursuant to CORA.

### **L. News Release**

Offeror-initiated news releases pertaining to this RFP 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.

## 8. Evaluation, Negotiations, and Award

### A. Evaluation of Proposals

SIPA will review proposals to determine responsiveness to this RFP. All determinations about responsiveness to this RFP are final. SIPA may request up to three (3) years of financial statements to conduct financial review of Offerors with responsive proposals. At any time during the evaluation process, SIPA may ask any or all Offerors to elaborate on or clarify specific points or portions of the proposal. SIPA's request and the Offeror's response shall be in writing.

### B. Evaluation Criteria

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

<b>Evaluation Criteria</b>
<b>Accessibility Assessment and Remediation Services</b> Quality and breadth of Accessibility Assessment and Remediation Services.
<b>Account Management</b> Offeror's strategy to provide an effective Account Management structure, including customer service account management team, efficient administrative workflows, and partnership with SIPA to create a strong working relationship.
<b>Demonstrated Experience &amp; Past Performance</b> Client references and Offeror demonstrated ability to provide Accessibility Assessment and Remediation Services to small and large governments as described in this RFP. Review will include Offeror size, industry track record, references, and managerial and technical capacity.
<b>Pricing Proposal</b> A pricing proposal that reflects a willingness to partner with SIPA for sales to all EGEs within Colorado.
<b>Acceptance of SIPA MSA</b> General agreement to the SIPA MSA with limited changes or exceptions.

### C. Negotiations

At the conclusion of the evaluation, SIPA will determine the number of Offerors with which it will begin contract negotiations. Negotiations will continue until SIPA, in its sole discretion, determines that the best value for SIPA and its customers has been obtained.

### D. Award of Contract

SIPA reserves the right to make award(s) that best serve the interest of SIPA and its customers.

Award(s) may be made to the Offeror(s) providing the best value to SIPA and its customers. A Notice of Award for this RFP will be posted on the SIPA website upon execution of a Contract.

The issuance of this RFP does not imply that SIPA is making an offer to do business with any RFP 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 RFP and the submission of Offeror's proposal does not create any obligation upon SIPA to purchase electronic information, products, and services from Offeror, or to enter into any binding legal relationship with one (1) or more of Offerors.

## **9. Table of Documents**

### **A. Request for Proposal (This Document)**

### **B. Attachment 1: Offeror Information**

### **C. Attachment 2: Master Services Agreement**