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SECTION 1: ADMINISTRATIVE INFORMATION

1. ISSUING OFFICE:
This Request for Proposal (RFP) is issued by the State of Colorado acting by and through the Board of Trustees of Colorado Mesa University for the use and benefit of the Financial Aid Department by Colorado Mesa University Purchasing Department. The Purchasing Department is the SOLE point of contact concerning this RFP. All communication must be done through the Purchasing Department.

2. OFFICIAL MEANS OF COMMUNICATION:
During the solicitation process for this RFP, all official communication between the Purchasing Department and Offerors will be via postings on the Rocky Mountain Bids System http://www.rockymountainbidsystem.com/ or the Colorado Mesa University's Purchasing website at: http://www.coloradomesa.edu/purchasing/opensolicitations.html. Colorado Mesa University Purchasing Department will post notices which will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning Offeror. It is incumbent upon Offerors to carefully and regularly monitor either the Rocky Mountain Bids site or the Purchasing website for any such postings.

3. PURPOSE:
This RFP provides prospective Offerors with sufficient information to enable them to prepare and submit proposals for consideration by the Purchasing Department to satisfy the need for expert assistance in the completion of the goals of this RFP.

A. DEFINITIONS
1. In the following RFP the term “University” shall be understood to mean “Colorado Mesa University.”

2. The term “Offeror,” as used herein, shall be understood to mean the individual, company, corporation or firm formally submitting a response to this RFP, and may also be referred to as the “Bidder,” “Vendor” or “Contractor.”

3. The term “Response,” as used herein, shall be understood to mean a written offer to provide goods and/or services in accordance with the general conditions, instruction, and specifications stated herein with the exceptions clearly stated, and may be used interchangeably with the terms “Proposal” and “Bid”.

4. SCOPE:
This RFP contains the instructions governing the proposal 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 proposal.

5. SCHEDULE OF ACTIVITIES

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<th>Action</th>
<th>Date/Time (projected)</th>
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</thead>
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<tr>
<td>RFP Release Date</td>
<td>March 8, 2022</td>
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<tr>
<td>Written Inquiries Due</td>
<td>March 14, 2022</td>
</tr>
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<td>Response to written Inquiries Due</td>
<td>March 16, 2022</td>
</tr>
<tr>
<td>RFP Proposal Submission Deadline</td>
<td>March 29, 2022 by 4:00PM CT</td>
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</tbody>
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**7. INQUIRIES:**
Offerors may make written, e-mail or fax inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Offerors shall confirm successful receipt of said inquiries. Inquiries should be directed to the following using the e-mail address:

Donovan Harwell, dlharwell@coloradomesa.edu
Subject Line shall reference **Inquiries CMU-22-2722**

Response to any Offeror's inquiries will be published as a modification on Rocky Mountain E-Purchasing System and Colorado Mesa University's Purchasing website in a timely manner per the Schedule of Activities. Offerors should not rely on any other statements that alter any specification or other term or condition of the RFP.

**8. MODIFICATION OR WITHDRAWAL OF PROPOSALS:**
Proposals may be modified or withdrawn by the Offeror prior to the established submission due date and time.

**9. PROPOSAL SUBMISSION:**
Electronic Proposals must be received on or before the date and time indicated in the Schedule of Activities. Late proposals will not be accepted. It is the responsibility of the Offeror to ensure that the proposal is received by the Colorado Mesa University Purchasing Department on or before the proposal opening date and time.

Proposals shall be sent electronically to dlharwell@coloradomesa.edu
Subject Line shall reference **Response to: CMU-22-2722**
PROPOSAL DUE: March 29, 2022, 4:00 p.m. MST

The Vendor Signature Form MUST be signed by the Offeror or an officer of the Offeror legally authorized to bind the Offeror to the proposal.

Proposals which are determined to be at a variance with this requirement may not be accepted.

**10. BID OPENING:**
Due to the complexity of this Proposal, information provided at the bid Opening shall be restricted to the NAME AND NUMBER OF RESPONDERS. Inspection of the Offerors’ proposals will not be allowed until after the notice of intent to award if posted on the Rocky Mountain Bids system.

**11. ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL:**
In the event that it becomes necessary to revise any part of this RFP, an addendum notice will be posted on the Rocky Mountain Bids website, [http://www.rockymountainbidsystem.com/](http://www.rockymountainbidsystem.com/) and the Purchasing website at [http://www.coloradomesa.edu/purchasing/opensolicitations.html](http://www.coloradomesa.edu/purchasing/opensolicitations.html)
Offerors shall not rely on any other interpretations, changes or corrections.

**12. WRITTEN INQUIRIES AND RESPONSES:**
Any explanation desired by an Offeror regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing and clearly marked with the RFP number and title.
Inquiries can be e-mailed to the point of contact for the Request for Proposal; it is incumbent upon the Offeror to verify receipt of written inquiries. Written responses to inquiries will be provided as an addendum to be posted on the Rocky Mountain Bids website, http://www.rockymountainbidsystem.com and the Purchasing website at http://www.coloradomesa.edu/purchasing/opensolicitations.html on the date shown in the Schedule of Activities.

13. ORAL PRESENTATIONS/SITE VISITS:
The Evaluation Committee may conclude after the completion of the proposal evaluation that oral interviews/presentation and/or demonstrations are required in order to determine the successful Offeror. All Offerors may not have an opportunity to interview/present and/or give demonstrations. The presentation process will allow the Offerors to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Offeror’s key personnel may be required to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Offerors shall not be allowed to alter or amend their proposals.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, etc.) may be accepted. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Once oral interviews/presentations and/or demonstrations have been completed Colorado Mesa University reserves the right to make a contract award without any further discussion with the Offerors regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the Offeror.

14. ACCEPTANCE OF RFP TERMS:
A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the signature of the Offeror, or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the University’s RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

15. PROTESTED SOLICITATIONS AND AWARDS:
Any actual or prospective Offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the University Purchasing Manager. The protest shall be submitted in writing within seven working days after such aggrieved person knows, or should have known, of the facts giving rise thereto. [Reference Colorado Revised Statutes (CRS) Section 24-109-101 et. seq., 24-109-201 et. seq., and Colorado Procurement Rules R-24-109-101 through R-24-109-206.]

With regard to the emphasized language above, it is important for Offerors to note that a challenge to the solicitation’s requirements or specifications should be made within 7 days of when the protested item is known. In other words, if you believe that the solicitation contains a requirement you want to protest, the protest should be submitted within the 7 day time period, even if that means it is filed during the time the solicitation is still open.

As noted in the paragraph above, announcement of the apparent winning Offeror will be made via a posting on the Rocky Mountain Bids system. The requirement for timely submission of any protest (7
working days) will begin on the first working day following posting of the award notice on Rocky Mountain Bids.

16. CONFIDENTIAL/PROPRIETARY INFORMATION:
Any restrictions of the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. The Offeror must state specifically what elements of the proposal are to be considered confidential/proprietary. Confidential/proprietary information must be readily identified, marked and separately packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

17. RFP RESPONSE MATERIAL OWNERSHIP:
All material submitted regarding this RFP becomes the property of Colorado Mesa University. Proposals may be reviewed by any person after the "Notice of Intent to Make an Award" letter has been issued, subject to the terms of § 24-72-201 et.seq. CRS, as amended, Public (open) Records.

18. PROPOSAL PRICES:
Estimated proposal prices are not acceptable. Proposal prices will be considered to be your best and final offer, unless otherwise stated in the RFP. The proposal price will be considered in determining the apparent successful Offeror.

19. DISCUSSION WITH RESPONSIBLE OFFERORS AND REVISIONS TO PROPOSAL:
Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirement. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

The University reserves the right to hold discussions with Offerors who have been found to be in the competitive range, such discussions may result in the University conducting Best & Final Offers.

20. SELECTION OF PROPOSAL:
As described within the RFP, an Evaluation Committee will review and score offers submitted and make a recommendation for award. The selection will be for award to the responsible Offeror whose proposal is determined to be most advantageous to the University. The Purchasing Department, after review and approval of the evaluation committee’s written recommendation, will notify all Offerors via a posting on the Rocky Mountain Bids system of the results of the RFP evaluation. The posting will be an announcement of the “Notice of Intent to Make an Award” will name the apparent successful Offeror.

21. AWARD OF CONTRACT:
The award will be made to the responsive and responsible Offeror whose proposal, conforming to the RFP, will be the most advantageous to Colorado Mesa University, price and other factors considered. A contract must be completed and signed by all parties concerned. In the event the parties are unable to enter into a contract, the State may elect to cancel the "Notice of Intent to Make an Award" letter and make the award to the next most responsible Offeror.
22. ACCEPTANCE OF PROPOSAL CONTENT:
The contents of the proposal (including persons specified to implement the project) of the successful Offeror will become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract may result in cancellation of the award and such Offeror may be removed from future solicitations. Under these conditions, the University reserves the right to enter into negotiations with the next ranking bidder on the same terms and conditions as set forth in the Request for Proposal.

23. STANDARD CONTRACT:
The successful bidder will enter into a consultant contract with the University. The Consultant Contract contains certain required provisions for doing business with the State of Colorado, labeled “Special Provisions.” The Special Provisions are required to be contained in every state contract without modification or exception. The Offeror shall include with its proposal a separate page entitled “Exceptions to Contract Terms,” setting forth in detail all objections and exceptions it may have to any other terms and provisions contained in the special provisions, and failing such, shall be deemed to have accepted such terms and provisions. Failure to accept the University’s standard contract provisions may result in cancellation of the award. The State Contract, including the Special Provisions, is attached electronically as a separate PDF document.

24. RFP CANCELLATION:
The University reserves the right to cancel this Request for Proposal at any time, without penalty.

25. OWNERSHIP OF CONTRACT PRODUCTS/SERVICES:
Proposals, upon established opening time, become the property of the Colorado Mesa University. All products/services produced in response to the contract resulting from this RFP will be the sole property of the Colorado Mesa University unless otherwise noted in the RFP. The contents of the successful Offeror’s proposal will become contractual obligations.

26. INCURRING COSTS:
Colorado Mesa University is not liable for any cost incurred by Offerors prior to issuance of a legally executed contract. No proprietary interest of any nature shall accrue until a contract is awarded and signed by all concerned parties.

27. MINORITY-OWNED/WOMAN-OWNED PARTICIPATION:
It is the State’s intent to achieve the goals of the Governor’s Executive Orders D0055-87 and D0005-94 regarding minority/woman-owned businesses. Offerors are reminded it is illegal to discriminate.

28. NON-DISCRIMINATION:
The Offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

29. REJECTION OF PROPOSALS:
The University reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items proposed if deemed in the best interest of Colorado Mesa University.

30. PARENT COMPANY:
If an Offeror is owned or controlled by a parent company, the main office address and parent company’s tax identification number shall be provided in the proposal. The tax identification number provided must be that of the Offeror responding to the RFP.
31. NEWS RELEASES:
News releases pertaining to this RFP shall NOT be made prior to execution of the contract without prior written approval by the University.

32. CONTRACT CANCELLATION:
The University reserves the right to cancel, for cause, any contract resulting from this RFP by providing timely written notice to the offeror.

33. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:
1. By submission of this proposal, each Offeror, and in the case of a joint proposal, each party thereto, certified as to its own organization, that, in connection with this procurement:
   a. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;
   b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly to any other Offeror or to any Competitor; and
   c. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
2. Each person signing the Invitation for Bid form of this proposal certified that:
   a. He is the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
   b. He is not the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.
3. A proposal will not be considered for award where (1)(a), (1)(c), or (2) above has been deleted or modified. Where (1)(b) above has been deleted or modified, the proposal will not be considered for award unless the Offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

34. CONFLICTS OF INTEREST:
The holding of public office or employment is a public trust. A public officer or employee whose conduct departs from his fiduciary duty is liable to the people of the State. Rules of conduct for public officers and state employees:

1. Proof beyond a reasonable doubt of commission of any act enumerated in this section is proof that the actor has breached his fiduciary duty.

2. A public officer or a state employee shall not:
   a. Engage in a substantial financial transaction for his private business purposes with a person whom he inspects, regulates, or supervises in the course of his official duties;
   b. Assist any person for a fee or other compensation in obtaining any contract, claim, license, or other economic benefit from his agency;
c. Assist any person for a contingent fee in obtaining any contract, claim, license, or other economic benefit from any state agency, or
d. Perform an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he either has a substantial financial interest or is engaged as counsel, consultant, representative, or agent.

3. A head of a principal department or a member of a quasi-judicial or rule-making agency may perform an official act notwithstanding paragraph (d) of subsection (2) of this section if his participation is necessary to the administration of a statute and if he complies with the voluntary disclosure procedures under CRS section 24-18-110.

4. Paragraph (c) of subsection (2) of this section does not apply to a member of a board, commission, council, or committee if he complies with the voluntary disclosure procedures under CRS 24-18-110 and if he is not a full-time state employee. Reference CRS 24-18-108.

35. TAXES:
Colorado Mesa University, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code Registration No. 84-6000546) and from all state government use taxes (Ref. Colorado Revised Statutes Chapter 39-26.114(a)). Our Colorado State Sales Tax Exemption Number is 98-03693. Seller is hereby notified that when materials are purchased in certain political subdivisions the seller 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.

36. ASSIGNMENT AND DELEGATION:
Except for assignment of antitrust claims, neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

37. AVAILABILITY OF FUNDS:
Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to Colorado Mesa University and the State of Colorado.

38. BID BONDS/SECURITY:
If the RFP so states, a bid security in an amount equal to 5% of your proposal shall be furnished if your proposal exceeds $50,000. If the specifications so state, it may be required for projects of less than $50,000. Not required for this Solicitation.

39. CONTRACTOR'S PERFORMANCE BOND:
Not required for this Solicitation.

40. STANDARD INSURANCE REQUIREMENTS:
A) The Offeror shall obtain, and maintain at all times during the term of this contract, insurance in the following kinds and amounts:

1) Workers’ Compensation Insurance as required by state statute, and Employer’s Liability Insurance covering all of offeror’s employees acting within the course and scope of their employment.

2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent offerors,
products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
   a) $1,000,000 each occurrence;
   b) $2,000,000 general aggregate;
   c) $2,000,000 products and completed operations aggregate; and
   d) $50,000 any one fire.

3) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: $1,000,000 each accident combined single limit.

B) Colorado Mesa University shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the University.

C) The Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to the University.

D) The offeror will require all insurance policies in any way related to the contract and secured and maintained by the offeror to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the University, its agencies, institutions, organizations, officers, agents, employees and volunteers.

E) All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the University.

F) The offeror shall provide certificates showing insurance coverage required by this contract to the University within 7 business days of the effective date of the contract, but in no event later than the commencement of the services or delivery of the goods under the contract. No later than 15 days prior to the expiration date of any such coverage, the offeror shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the University may request in writing, and the offeror shall thereupon within 10 days supply to the University, evidence satisfactory to the University of compliance with the provisions of this section.

G) Notwithstanding subsection A of this section, if the offeror is a “public entity” within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended (“Act”), the offeror shall at all times during the term of this contract maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the University, the contractor shall show proof of such insurance satisfactory to the University.

41. INDEPENDENT CONTRACTOR CLAUSE:
All personal service contracts must contain the following clause:
“THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING, SHALL PROVIDE AND KEEP IN FORCE WORKER’S COMPENSATION (AND SHOW PROOF OF SUCH INSURANCE) AND UNEMPLOYMENT
COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.”

42. INDEMNIFICATION:
To the extent authorized by law, the contractor shall indemnify, save and hold harmless the University, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this RFP.

43. VENUE:
The laws of the State of Colorado, U.S.A. shall govern in connection with the formation, performance and the legal enforcement of any resulting contract. Further, Title 24, C.R.S. as amended, Article 101 through 112 and Rules adopted to implement the statutes govern this procurement.

SECTION 2: BACKGROUND, OVERVIEW AND GOALS
1. Background
   A. Colorado Mesa University
   A comprehensive university in Grand Junction, Colorado Mesa University (CMU) provides exceptional educational opportunities on a state-of-the-art campus. As western Colorado’s largest university, CMU serves students on its main campus in Grand Junction, its satellite campus in Montrose, its community college, Western Colorado Community College and via online offerings. Currently, CMU is comprised of about 85% in-state students, and two-thirds are low income and/or first generation.

   Colorado Mesa University serves as the primary intellectual and cultural center of western Colorado and promotes the exchange of ideas that are of regional, national and international importance. Grand Junction, is located half way between Denver and Salt Lake City. Founded in 1925, it’s a dynamic university enrolling more than 11,000 students at the certificate, associate, baccalaureate, graduate, and professional levels. CMU is governed by an appointed Board of Trustees.

   At the heart of the CMU experience is an integrative and experiential approach to higher education that encourages students to think differently and empowers them to challenge assumptions. CMU brings students together with expert scholars and thinkers from different disciplines to make connections between ideas and gain the skills to solve the unstructured, complex problems they’ll encounter in life. Our focus is on providing quality academic programs, built on a strong liberal arts core that support students’ interests and regional employment needs, as well as technical programs that respond to vocational workforce demands.

   B. Grand Junction, Colorado
   The Grand Valley is home to some of the best outdoor recreation in the state of Colorado and the best part you won’t have to fight traffic and crowds to enjoy it. CMU is surrounded by the Grand Mesa, Book Cliffs and the Colorado National Monument. We have world-class mountain biking, rock climbing, hiking, and rafting. In addition to a mountain resort that’s less than 45 minutes from campus for skiing, snowboarding and cross-country skiing. Living and working in Grand Junction, you will be able to explore one of Colorado’s best kept secrets.
C. Admissions & Recruitment
Admissions reports to the Assistant Vice President of Enrollment Management, under the Vice President for Student Services. It is comprised of local and regional recruiters, transfer and non-traditional recruiters, tour and event staff, admissions processing team, and technical support. Admissions currently operates utilizing Ellucian Recruit, Ellucian Banner, Trulio, and SalesForce.

Offerors can find recent and historical student profiles, financial aid profiles, and common data sets on the university website here: https://www.coloradomesa.edu/institutional-research/student-profiles/index.html

Recruitment goals for 2022-2023 include:

- Enroll 2100 First Year students; 525 Transfer from Other Institution Students and 300 Readmit Students.
- Close the gap on losses experienced in Jefferson County
- Continue increases in enrollment from California and Texas
- Close the gap on losses experienced in Hawaii
- Close the gap on losses experienced from Latinx students
- Increase enrollment from District 51 (local district)
- Increase the retention rate of the Fall 21 cohort to 77%
- Improve retention of first-generation students

D. Financial Aid & Scholarships
Financial Aid reports to the Vice President of Student Services. It is comprised of a federal processing team (5), a scholarships and workstudy team (3), a technical team (2), and a director. Financial Aid currently operates utilizing Ellucian Banner, Banner Communications Module, Blackbaud Award Management, COGNOS, and Xtender.

Financial Aid intakes an average of 15,000 FAFSA applications and 2500 Foundation Scholarship Applications each aid cycle. Resources include Federal Financial Aid, State grants and workstudy, institutional scholarships and workstudy, and Foundation scholarships.

2. Overview
Colorado Mesa University (“University”) is soliciting proposals for selection of a qualified, capable and experienced firm to identify strategic enrollment strategies and related action steps to optimize student recruitment, retention and graduation rates. The partnership should provide management, analytics, and consulting services to the Office of Financial Aid and the Office of Admissions, covering the areas of strategic enrollment planning and financial aid and scholarship optimization that align with the university’s educational mission and fiscal requirements.

3. Goals
The goal of this process is to engage with campus stakeholders, evaluate historical university trends, research competition, and develop an enrollment management strategy that optimizes the utilization of current financial aid resources and understands current landscape in admissions and financial aid to increase yield, retention, and graduation rates. This contract will be used to advise the University, utilizing data analytics, analysis of competition, and assessment of current/future landscapes, regarding the
formulation and implementation of financial aid awarding and packaging strategies designed to support new undergraduate student enrollment and revenue goals.

4. Schedule and Timeline
University leaders wish to select a Consultant in spring 2022 with an ambitious contract and implementation timeline, launching new strategies into the market by July 1 for the 2023-2024 academic year.

5. Scope of Work
In evaluating responses to this RFP, the University is interested in partnering with an Enrollment Management Consulting firm that possess a varied skill set to succeed in developing an enrollment management strategy that optimizes the utilization of current financial aid resources, and understands current landscape in admissions and financial aid to increase yield, retention, and graduation rates. This contract will be used to advise the University regarding the formulation and implementation of financial aid awarding and packaging strategies designed to support new undergraduate student enrollment and revenue goals. Deliverables must include:

Please describe your approach, outcomes, and expertise in the following areas:

1. Development, recommendation, and implementation of enrollment/yield strategy
   a. Analysis of first- to second-year undergraduate student retention factors and the role of financial aid in undergraduate student attrition.
   b. Develop strategies to improve all aspects of the recruitment process that serves multiple constituency groups
   c. Identification of the factors, whether fiscal, geographic, or others, from available data sources, that lead to a student decision behavior
   d. Identify each student’s ability and willingness to pay
   e. Understand who will respond to aid on a per-student basis during critical decision-making points in the cycle
   f. Make targeted student-level interventions at any point in the cycle through behavioral analytics
   g. Evaluate and determine recruitment strategies for the 1/3 of in-district high school graduates currently not pursuing higher education opportunities
   h. Student-record-level scoring to prioritize student outreach and efficiently allocate dollars at any point based on enrollment probability and receptivity to financial aid
   i. A historical analysis of student enrollment behavior, including need, academic credentials, population segments, and financial aid offers (minimally three years of data)
   j. Determine why current students choose to stay or leave and identify specific areas of strength and weakness to improve student success and retention

2. Development, recommendation, and implementation of aid strategy
   a. Ability to allocate aid strategically at any point during the cycle through student-record-level behavioral predictive analytics.
   b. An evaluation of aid expenditures, net tuition revenue, quality, and other enrollment goals for first-year and transfer students
   c. An evaluation of FAFSA completion trends, historical and real-time progress within the cycle
   d. An econometric model to measure undergraduate student price sensitivity and the impact of current awarding strategies and other factors on enrollment behavior
   e. Revenue optimization and simulation testing to explore the impact of alternative awarding strategies on enrollment behavior and evaluate the possible trade-offs between aid expenditures, net tuition revenue, quality, and other enrollment goals for freshmen and transfers
f. Review and recommendations for improvement of Financial Aid communication strategies, in general and specific student-profile recommendations.

g. Enrollment and net revenue projections for the initially affected year and over a five-year period

h. Ongoing consultation to assist the University with admission/financial aid goal setting and award strategy development, including recommendations for specific policy changes

i. Ensure awarding strategy recommendations are within budget, provide recommendations on how to effectively utilize any additional funding.

j. Recommend awarding strategies that align with enrollment goals.

k. Determine if the University is under- or over-awarding

l. Evaluate strategies to provide enough aid to retain students so they can complete their educational goals

m. Project enrollment and net revenue for the next five years

n. Predict the impact of incremental tuition and aid changes on enrollment behavior

2. Competitive Analysis

a. Evaluation of the regional higher education landscape in the State of Colorado and the various enrollment incentive programs offered coupled with recommendations to best compete against these incentives

b. Provide a competitor benchmarking study related to tuition costs and position in the higher education industry

3. Data Analytics, Reports & Tools

a. Provide baseline data for the following:
   i. Cost/revenue analysis by student type and program unit.
   ii. Analyze net revenue generated by each student type and program unit overtime (longitudinally).

b. Track progress toward university goals with dashboard reporting and ongoing consultation

c. A review of data collection requirements and discussion to understand the University’s goals, current financial aid strategies and operations, and other related enrollment practices

d. A web-based, self-service reporting platform:
   i. Interactive, customizable, and dynamic data visualizations and reports
   ii. Filtering and drill-down reporting capabilities
   iii. Mobile responsive

e. Assist the college in operationalizing data collection, and data transfer, for all aspects of the enrollment management plan and outline possibilities of integration with Ellucian Banner

4. Please describe the commitment of the University (time, effort, meeting structure, examples of reports, etc.) to achieve the scope of work.

5. Please provide examples of reports, strategies, ROI, outcomes and deliverables from your organization.

6. Please address limitations your organization has identified in achieving successful outcomes for other clients.

7. Please address your systems ability to meet the data security, and CMU IT Provisions outlined in the appendix.

8. Firms are welcome to describe other innovative solutions available to help modernize the University’s financial aid strategy and transform the way the institution communicates financial aid to prospective students and parents, particularly in today’s environment.

9. Provide a detailed implementation plan that demonstrates timely delivery of the proposed services, including key project milestones.

10. Please provide a full list of other university’s that your organization currently contracts with, including organizations and personnel that are classified as having a direct conflict of interest.
6. Contract Term
This Contract shall be effective for the period commencing on award of executed contract for an initial term of 1 year with the option, at the University’s discretion, to renew for up to 5 years.

SECTION 4: OFFEROR’S RESPONSE FORMAT
Offeror’s response format shall be structured to respond to each item listed in Section 3: Statement of Work. Responses should be prepared to bring clarity to the Offeror’s proposal and subsequent evaluation process, simply and economically, in a straightforward and concise manner to fully describe the Offeror’s ability to meet the requirements of the RFP.

The following describes the minimum information that is required from interested Offerors. If references are made in your response to accompanying materials, specify document names and pages where the information can be found. Failure to comply with the required format and content of all required information may, at the discretion of the University, result in the proposal being eliminated from further consideration.

THIS INFORMATION MUST BE SUBMITTED:

A. COVER LETTER
The Offeror shall furnish a cover letter to introduce the company, its qualifications, provide a general overview of the Offeror’s proposal.

B. EXPERIENCE AND CAPABILITIES
1. Provide an overview of your firm and the type/breadth of services you offer.
2. The University minimally requires the following or substantially similar personnel structure:
   - A financial aid consultant to guide the implementation of the strategic awarding process. This individual must provide ongoing consultation to the University, including an annual, on-site visit. Previous experience serving in campus-based financial aid, admissions, or enrollment management positions is required for this primary role. Including, outlining the firm’s statistician or similar position.
   - A data integrity analyst to provide expertise and assistance in collecting, cleaning, and analyzing data for the modeling process.

Tell us about the individual(s) who will be assigned to the CMU account, their areas of expertise and where they are located. Who will be the University’s single point of contact?

3. Provide a list of five (5) current clients. Include the dates of the relationship, client name and address. Include the contact name, phone number and email address of the individual we have permission to contact if necessary. Discuss the outcomes of your work with these clients.

C. FINANCIAL CONSIDERATIONS
1. The total proposal cost shall reflect the full Scope of Work defined herein inclusive of all associated cost for Labor, Material, Supplies, Equipment, delivery, insurance, taxes, overhead, and profit.
2. Identify additional costs for any relevant enhancements, add-ons, or optional services.
3. Describe your company’s approach to multiyear agreements with options for 1, 2, and 3 years.
SECTION 5: EVALUATION PROCESS & CRITERIA

1. Evaluation Process
All proposals submitted in response to this RFP will be reviewed for responsiveness prior to referral to the evaluation committee. The evaluation of proposals and the selection of Contractor will be based on the information provided in the proposal. University may consider additional information if University determines the information is relevant.

The Committee’s evaluations will be based on all available information, including qualification statements, subsequent interviews, if necessary, reports, discussions, reference checks, and other appropriate checks. The highest rated proposer(s) evaluated by the Committee may be invited to make an oral presentation of their written proposal to the Committee.

Each response will be scored by each member of the Evaluation Committee in each of the following areas outlined in Section 4, Offeror’s Response Format and each area will be rated on a scale from 1-10 with 10 being the highest rating and 1 being the lowest rating:

2. Evaluation Criteria
- Methodology, approach and ROI outcomes in aid strategy determination
  - Ability of the firm to meet the goals of this RFP, Section 2.3 Goals.
  - Work plan & technical approach
- Cost effectiveness & ability to meet milestone dates
- Experience & References
  - Demonstrated successful results in past performance with public Higher Education institutions of similar size, and scope of services

3. Basis of Award
The technical factors will be assessed based on the soundness of the Offeror’s approach and understanding of the requirements. The experience and/or demonstrated capabilities factor will be assessed by considering the extent to which the qualifications, experience, and past performance are likely to foster successful, on-time performance. Assessments include a judgment concerning the potential risk of unsuccessful or untimely performance and the anticipated amount of University involvement necessary to ensure timely, successful performance. The selection is ultimately a business
judgment that will reflect an integrated assessment of the relative merits of proposals using the factors identified above. The University reserves the right to reject any (or all) proposal(s) that pose in the judgment of the University, unacceptable risks of unsuccessful or untimely performance, unacceptable University resource requirements, or costs exceeding the budget constraints.

Failure of the Offeror to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the Offeror.

SECTION 6: REQUIRED SUBMITTALS
• Offeror Signature Form
• All items required in Section 3, Statement of Work and Section 4, Offeror’s Response Format.
OFFEROR SIGNATURE FORM

CMU

Proposals Due: March 29, 2022

Email Proposal to: Colorado Mesa University - Purchasing Office
1260 Kennedy Avenue
Grand Junction, CO 81501

Contact/Attention: Donovan Harwell
(970) 248-1337
dharwell@coloradomesa.edu

Electronic proposals properly marked with Bid No., Due Date and Time, subject to the conditions herein stipulated in accordance with specifications set forth herein, will be accepted in the CMU Purchasing Office, 1260 Kennedy Avenue, Grand Junction, CO 81501 prior to the due date and time set forth above. All prices shall include shipping, handling and delivery, FOB Destination, Colorado Mesa University, Grand Junction, CO.

The Offeror herein noted has carefully examined all components, instructions and requirements of this Quote and proposes to furnish the services described herein. The undersigned hereby agrees to provide strategic planning services on behalf of Colorado Mesa University in accordance with the specifications, requirements, terms and conditions contained herein for the rates quoted. The undersigned certifies that all representations, certifications and statements within its proposal are true and accurate as of the date of the proposal submission. The person signing this Offeror Signature Form certifies that he/she is a duly authorized officer for the Offeror, and that the information and any materials enclosed with this proposal represent the capability of the company to provide the services described in the quote.

This Offeror Signature Form page MUST be signed for proposal to be valid.

COMPLETE THE FOLLOWING:

Federal Employer ID No.___________________________________________ Date:_______________________________
Company Name: ________________________________________________________________________________________
Authorized Signature: ________________________________________________________________________________________
Typed/Printed Name: ________________________________________________________________________________________
Title: ________________________________________________________________________________________
Address: ________________________________________________________________________________________
City/State/Zip: ________________________________________________________________________________________
Phone No.: ______________________________________ Fax No.: _________________________________________

Contact for Clarifications:
Name: ________________________________________________________________________________________
Title: ________________________________________________________________________________________
Phone No.: _______________________________________ Fax No.:_________________________________________
Email: ________________________________________________________________________________________

Offeror Acknowledges Receipt of Addendum No. ____., ____., ____., ____ (Addendums MUST be acknowledged)
Appendix
Colorado Mesa University IT Provisions

This Exhibit regarding Information Technology Provisions (the “Exhibit”) is an essential part of the Contract between the State and Contractor as described in the Contract to which this Exhibit is attached. Unless the context clearly requires a distinction between the Contract and this Exhibit, all references to “Contract” shall include this Exhibit.

Each party agrees that it: (i) will not copy or use any of the other party’s confidential information in any way, except as permitted by this Contract or as required to achieve the purposes of this Contract, (ii) will not disclose any of the other party’s confidential information to any third party, except as required by law or to its attorneys and accountants as reasonably necessary, and (iii) will protect the other party’s confidential information reasonably and with due care. Information is not confidential information if a party can clearly show that it: (i) became known to the receiving party prior to receipt from the disclosing party, (ii) has become publicly known, except through breach of this Contract, or (iii) is independently developed without reference to the confidential information.

Except as otherwise expressly prohibited by law, either party (“the receiving party”) will: (i) immediately notify the other party of any subpoenas, warrants, or other legal orders, demands or requests received by the receiving party seeking the other party’s confidential information; (ii) consult with the other party regarding its response; (iii) cooperate with the other party’s requests in connection with efforts by the other party to intervene and quash or modify the legal order, demand or request; and (iv) upon the other party’s request, provide the other party with a copy of its response.

1. PROTECTION OF SYSTEM DATA

A. In addition to the requirements of the main body of this Contract, if Contractor or any Subcontractor is given access to the State’s information technology resources or State Records by the State or its agents in connection with Contractor’s performance under the Contract, Contractor shall protect such information technology resources and State Records in accordance with this Exhibit. All provisions of this Exhibit that refer to Contractor shall apply equally to any Subcontractor performing work in connection with the Contract.

B. Cyber/Nnetwork Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows: a) $1,000,000 each occurrence; and b) $1,000,000 general aggregate.
C. The terms of this Exhibit shall apply to the extent that Contractor’s obligations under this Contract include the provision of information technology goods or services to the State. Information technology is computer-based equipment and related services designed for the storage, manipulation, and retrieval of data, and includes, without limitation:

   i. Any technology, equipment, or related services described in §24-37.5-102(2), C.R.S.;

   ii. The creation, use, processing, disclosure, transmission, or disposal of State Records, including any data or code, in electronic form; and

   iii. Other existing or emerging technology, equipment, or related services that may require knowledge and expertise in information technology.

D. Contractor shall, and shall cause its Subcontractors to meet all of the following:

   i. Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Contract. Protection measures shall include full compliance with security standards for emerging cloud security standards.

   ii. Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards.

   iii. Comply with state and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing.

   iv. Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments.

   v. In addition to Section 10(D) of the Contract, entitled “Incident Notice and Remediation,” Contractor agrees to report in writing to the State any use or disclosure of State Confidential Information not authorized by this Contract including any reasonable belief that an unauthorized individual has accessed State Confidential Information. Contractor shall make the report to the State immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) Business Days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor’s report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the State Confidential Information or data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized data use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as requested by the State.

E. Subject to Contractor’s reasonable access security requirements and upon reasonable prior notice, Contractor shall provide the State with scheduled access for the purpose of inspecting and
monitoring access and use of State Records, maintaining State systems, and evaluating physical
and logical security control effectiveness.

F. Contractor will notify the State of changes in its security program within 30 days if said
changes have any relation to the confidentiality, integrity or availability of the State’s data. The
State may terminate this Contract if there is a security breach resulting in an unauthorized loss or
disclosure of State Records.

G. Contractor shall perform current background checks in a form reasonably acceptable to the
State on all of its respective employees performing services or having access to State Records
provided under this Contract. A background check performed within 30 days prior to the date
such employee or agent begins performance or obtains access to State Records shall be deemed
to be current.

   i. Upon request, Contractor shall provide notice to a designated representative for the State
      indicating that background checks have been performed. Such notice will inform the State of any
      action taken in response to such background checks, including any decisions not to take action in
      response to negative information revealed by a background check.

   ii. If Contractor will have access to federal tax information under the Contract, Contractor
       shall agree to the State’s requirements regarding Safeguarding Requirements for Federal Tax
       Information and shall comply with the background check requirements defined in IRS
       Publication 1075 and §24-50-1002, C.R.S.

2. DATA HANDLING

A. Contractor may not maintain or forward State Records to or from any other facility or
location, except for the authorized and approved purposes of backup and disaster recovery
purposes, without the prior written consent of the State. Contractor may not maintain State
Records in any data center or other storage location outside the United States for any purpose
without the prior express written consent of the State.

B. Contractor shall not allow remote access to State Records from outside the United States,
including access by Contractor’s employees or agents, without the prior express written consent
of the State. Contractor shall communicate any request regarding non-U.S. access to State
Records to the Security and Compliance Representative for the State. The State shall have sole
discretion to grant or deny any such request.

C. Upon request by the State made any time prior to 60 days following the expiration or earlier
termination of this Contract for any reason, whether or not the Contract is expiring or
terminating, Contractor shall make available to the State a complete download file of all State
Records.

   i. This download file shall be made available to the State within 10 Business Days of the
      State’s request, shall be encrypted and appropriately authenticated, and shall contain, without
      limitation, all State Records, Work Product, and system schema and transformation definitions,
or delimited text files with documents, detailed schema definitions along with attachments in its native format.

ii. Upon the termination of Contractor’s provision of data processing services, Contractor shall, as directed by the State, return all State Records provided by the State to Contractor, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If any legal obligation imposed upon Contractor prevents it from returning or destroying all or part of the State Records provided by the State to Contractor, Contractor shall guarantee the confidentiality of all State Records provided by the State to Contractor and will not actively process such data anymore. Contractor shall not interrupt or obstruct the State’s ability to access and retrieve State Records stored by Contractor.

D. The State retains the right to use the established operational services to access and retrieve State Records stored on Contractor’s infrastructure at its sole discretion and at any time. Upon request of the State or of the supervisory authority, Contractor shall submit its data processing facilities for an audit of the measures referred to in this Exhibit in accordance with the terms of this Contract.

3. DELIVERY AND ACCEPTANCE

A. Contractor shall provide and maintain a quality assurance system acceptable to the State for any Work or deliverables under this Contract and shall provide to the State only such Work or deliverables that have been inspected and found to conform to the specifications identified in this Contract and any applicable solicitation, bid, offer, or proposal from which this Contract results.

B. Contractor’s delivery of any Work or deliverables to the State shall constitute certification that such Work or deliverable has been determined to conform to the applicable specifications, and Contractor shall make records of such quality assurance available to the State upon request during the Term of the Contract or at any time within three years following expiration or termination of the Contract.

C. For any Work or deliverables other than the purchase or license of commercially available goods or software, acceptance of the Work or deliverable shall require affirmative written communication from the State to the Contractor that such Work or deliverable has been accepted by the State. Such communication shall be provided within a reasonable time period from the delivery of the Work or deliverable and shall not be unreasonably delayed or withheld. Acceptance by the State shall be final, except in cases of Contractor’s failure to conduct proper quality assurance, latent defects that could not reasonably have been detected upon delivery, or Contractor’s gross negligence or willful misconduct.

4. WARRANTY

A. Notwithstanding the acceptance of any Work or deliverable, or the payment of any invoice for such Work or deliverable, Contractor warrants that any Work or deliverable provided by Contractor under this Contract shall be free from material defects and shall function in material accordance with the applicable specifications. Contractor warrants that any Work or deliverable
shall be, at the time of delivery, free from any harmful or malicious code, including without limitation viruses, malware, spyware, ransomware, or other similar function designed to interfere with or damage the normal operation of information technology resources. Contractor’s warranties under this section shall apply to any defects or material nonconformities discovered within 180 days following delivery of any Work or deliverable.

B. Upon notice during the warranty term of any defect or material nonconformity, Contractor shall submit to the State in writing within 10 Business Days of the notice one or more recommendations for corrective action with sufficient documentation for the State to ascertain the feasibility, risks, and impacts of each recommendation. The State’s remedy for such defect or material non-conformity shall be:

i. Contractor shall re-perform, repair, or replace such Work or deliverable in accordance with any recommendation chosen by the State. Contractor shall deliver, at no additional cost to the State, all documentation required under the Contract as applicable to the corrected Work or deliverable; or

ii. Contractor shall refund to the State all amounts paid for such Work or deliverable, as well as pay to the State any additional amounts reasonably necessary for the State to procure alternative goods or services of substantially equivalent capability, function, and performance.

C. Any Work or deliverable delivered to the State as a remedy under this section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work or deliverable. The duration of the warranty for any replacement or corrected Work or deliverable shall run from the date of the corrected or replacement Work or deliverable.

5. COMPLIANCE

A. In addition to the compliance obligations imposed by the main body of the Contract, Contractor shall comply with:

i. All information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any specifically incorporated industry standards or guidelines, as applicable based on the classification of the data relevant to Contractor’s performance under the Contract. Such obligations may arise from:

ii. PCI-DSS Payment Card Industry Data Security Standard. Contractor will observe and comply with current payment card industry security standards.

iii. FERPA Compliance and Data Breach Protocol. Contractor agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34)

iv. GDPR General Data Protection Regulation. Contractor will ensure lawful processing of personal data with respect to the European Union and ensure Subcontractors are individually
responsible, as data controllers, for processing of personal data pursuant to and/or in connection with this Agreement.

v. Contractor shall not use or disclose State Confidential Information received from or on behalf of the State (or its students) except as permitted or required by this Contract, as required by law, or as otherwise authorized in writing by the State. Contractor agrees not to use State Confidential Information for any purpose other than the purpose for which the disclosure was made. Upon termination, cancellation, expiration or other conclusion of the Contract, Contractor shall return or destroy any and all of State Confidential Information in Contractor’s possession in accordance with paragraph 2 of this Exhibit. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted State Confidential Information received from, or on behalf of the State or its students. These measures will be extended by contract to all Subcontractors used by Contractor. In accordance with Section 10(D) of the Contract and paragraph 1 of this Exhibit, Contractor shall report to the State any use or disclosure of State Confidential Information not authorized by this Contract or in writing by the State.

vi. Contractor shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, et seq., C.R.S. Contractor shall 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 and available at https://www.w3.org/TR/WCAG21/.

B. Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to Contractor’s performance under the Contract.

C. Contractor shall allow the State reasonable access and shall provide the State with information reasonably required to assess Contractor’s compliance. Such access and information shall include:

i. The performance of security audit and penetration tests, as requested by the State.

D. To the extent Contractor controls or maintains information systems used in connection with State Records, Contractor will provide the State with the results of all security assessment activities when conducted on such information systems, including any code-level vulnerability scans, application level risk assessments, and other security assessment activities as required by this Contract or reasonably requested by the State. Contractor will make reasonable efforts to remediate any vulnerabilities or will request a security exception from the State.

6. TRANSITION OF SERVICES

Upon request by the State prior to expiration or earlier termination of this Contract or any Services provided in this Contract, Contractor shall provide reasonable and necessary assistance to accomplish a complete transition of the Services from Contractor to the State or any
replacement provider designated solely by the State without any interruption of or adverse impact on the Services. Contractor shall cooperate fully with the State or any successor provider and shall promptly take all steps required to assist in effecting a complete transition of the Services designated by the State. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services in this Contract.

7. LICENSE OR USE AUDIT RIGHTS

A. To the extent that Contractor, through this Contract or otherwise as related to the subject matter of this Contract, has granted to the State any license or otherwise limited permission to use Contractor’s intellectual property, the terms of this section shall apply.

B. Contractor shall have the right, at any time during and throughout the Term, but not more than once per Fiscal Year, to request via written notice in accordance with the notice provisions of the Contract that the State audit its use of and certify as to its compliance with any applicable license or use restrictions and limitations contained in this Contract (an “Audit Request”). The Audit Request shall specify the time period to be covered by the audit, which shall not include any time periods covered by a previous audit. The State shall complete the audit and provide certification of its compliance to Contractor (“Audit Certification”) within 120 days following the State’s receipt of the Audit Request.

C. If upon receipt of the State’s Audit Certification, the Parties reasonably determine that: (i) the State’s use of licenses, use of software, use of programs, or any other use during the audit period exceeded the use restrictions and limitations contained in this Contract (“Overuse”); and (ii) the State would have been or is then required to purchase additional maintenance and/or services (“Maintenance”), Contractor shall provide written notice to the State in accordance with the notice provisions of the Contract identifying any Overuse or required Maintenance and request that the State bring its use into compliance with such use restrictions and limitations.

D. State Records from Contractor’s system will be made available to the State in accordance with paragraph 2(C) of this Exhibit. Upon (i) confirmation by the State of receipt of the State Records, (ii) notice from the State that no transfer of data is requested, or (iii) the passage of sixty (60) days following the date upon which Services were terminated, whichever is first, the site of the State’s previous data on the Contractor’s system will be overwritten and rendered unrecoverable using the most current accepted industry standard practices for doing so, and none of State’s Records or State Confidential Information will be retained by Contractor.