

**STATE OF COLORADO**

**REQUEST FOR PROPOSAL COVER SHEET & SIGNATURE PAGE**



**FILED Document**  
**CO Denver County District Court 2nd JD**  
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**Review Clerk: Charmaine Bright**

Date: August 7, 2007

Submit Sealed Proposals to: Department of Regulatory Agencies  
Procurement Office  
1560 Broadway Suite 1550  
Denver, CO 80202

Purchasing Agent: Tammy Baca  
303-894-7765

RFP Submission Deadline: September 6, 2007, 4:00 p.m. (Mountain Time)  
Caution: Daily mail may not be received prior to 4 pm.  
Vendors are responsible to ensure timely receipt.

Number of Copies: One Original plus 5 Hard Copies and One Electronic Copy on CD/Disk Required

All Bids Shall be Quoted F O.B. Destination unless Otherwise Specified

*Nursing Peer Health Assistance or Nurse Alternative to Discipline Program*

Per the attached specifications, terms and conditions

F.E.I.N.: \_\_\_\_\_  
Delivery Date: \_\_\_\_\_ Payment Terms: (Minimum of Net 30) \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
Typed/Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Contact for Clarifications: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**IMPORTANT:** The following information must be on the outside of the Bid Return Envelope:

*Bid Number -Opening Date and Time*

Please be advised that telegraphic or electronic bids (Fax, Western Union, Telex, e-mail, etc.) cannot be accepted in the Purchasing Office as a sealed proposal. Offerors are urged to read the solicitation document thoroughly before submitting a proposal. Offerors are required to submit Federal Employer Identification Number (F.E.I.N.) prior to contract execution.

**RETURN THIS PAGE**



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## Section 1 – Administrative Requirements

### 1.1 Procurement Code:

This solicitation is exempt from the State of Colorado Procurement Rules/Code per R-24-101-105-01(a). On the basis that "no State dollars are expended". In summary, this solicitation does not require competition and does not need to be posted on Colorado BIDS or otherwise announced. The Department of Regulatory Agencies (DORA) reserves the right to contract with a vendor to provide services/goods described in the solicitation at any time. This solicitation may be cancelled at anytime should it be deemed in DORA's best interest.

The DORA Procurement Officer has elected to post this solicitation on Colorado BIDS, and may post on other relevant Trade Sites to enable DORA to select the Vendor that can provide the best business solution for the DORA. Any vendor may submit a proposal to this solicitation and does not need to be registered with BIDS. For those vendors who are not registered with BIDS, please contact the Purchasing Agent listed on the first page of this document for copies of all documentation related to this RFP.

### 1.2 Official Means of Communication

During the solicitation process for this RFP, all official communication with Offerors will be via notices on Colorado's *BIDS* system. Notices may include 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 BIDS for any such notices.***

### 1.3 Bid Information and Distribution System (BIDS)

This solicitation is published using the Colorado Bid Information and Distribution System (BIDS).

### 1.4 RFP Cancellation

The State reserves the right to cancel this entire Request for Proposal or individual phases at any time, without penalty.

### 1.5 Scope of the RFP/Basis for Award

The purpose of this Request for Proposals (RFP) is to solicit proposals to establish a contract with one or more organizations experienced in providing a Nursing Peer Health Assistance Diversion Program. A non-numeric evaluation will be conducted, and award will be made to the Offeror whose proposal is determined to be most advantageous to the State considering the evaluation factors set forth in Section 6 below

### 1.6 Number of Awards

The State may award one or more contract(s) as a result of this RFP.

### 1.7 Term of the Contract

This RFP will result in one contract for a period not to exceed five years. The initial contract will be effective for one year. The contract may be renewed for four additional one-year periods, at the sole discretion of the State, contingent upon contractual requirements being satisfied.

### **1.8 Issuing Office**

This Request for Proposal (RFP) is issued by the Division of Regulatory Agencies, Department of Registrations, Board of Nursing by the DORA Purchasing Office. The agency below is the sole point of contact concerning this RFP. Offerors should not contact any other state office or individual regarding this RFP or this project.

### **1.9 Inquiries**

Offerors may make email, written 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. The State Purchasing Office prefers that all inquiries be sent by electronic mail with the RFP number in the subject line to:

Tammy.Baca@dora.state.co.us  
Department of Regulatory Agencies  
Procurement Office  
1560 Broadway Suite 1550  
Denver, CO 80202  
RFP No: [# here]

Address written or fax inquiries to: Tammy Baca

Response to offeror's inquiries (if required) will be published as a modification on the BIDS system in a timely manner. Offerors should not rely on any other statements, either written or oral, that alter any specification or other term or condition of the RFP during the open solicitation period. Offerors should not contact any other state office or individual regarding this RFP or this project. Offerors are responsible for monitoring BIDS for publication of modifications to this solicitation.

### **1.10 News Releases**

News releases pertaining to this RFP shall NOT be made prior to execution of the contract without prior written approval by the State.

### **1.11 Proposal Submission/Copies**

Detailed instructions on proposal preparation and submission are in Sections 5 and 6. It is the responsibility of the Offeror to ensure that the Purchasing Office receives the proposal on or before the proposal opening date and time, regardless of the delivery method used. Caution: Daily mail may not be received prior to 4 pm. Vendors are responsible to ensure timely receipt. Telegraphic or electronic proposals (fax, e-mail, etc ) will not be accepted.

The State of Colorado Request for Proposal Cover Sheet MUST be signed in ink, preferably in blue, by the Offeror or an officer of the Offeror legally authorized to bind the Offeror to the proposal. Proposals that are determined to be at a variance with this requirement may not be accepted.

### **1.12 Proprietary/Confidential Information**

Any restrictions of the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. Written requests for confidentiality shall be submitted by the Offeror with the

proposal. The Offeror must state specifically what elements of the proposal are to be considered confidential/proprietary and must state the statutory basis for the request under the Public (open) Records Act. (Section 24-72-201 *et seq.*, C.R.S.). Confidential/Proprietary information must be readily identified, marked and separated/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 and proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

The Purchasing Office will make a written determination as to the apparent validity of any written request for confidentiality. In the event the Purchasing Office does not concur with the offeror's request for confidentiality, the written determination will be sent to the offeror. Ref. Section 24-72-201 *et. seq.*, C.R.S., as amended, Public (open) Records Act.

Offeror(s) acknowledge that they may come into contact with confidential information contained in the records or files of the State in connection with any resulting contract or in connection with the performance of its obligations under any resulting contract. The awarded Offeror(s) shall keep such records and information confidential and shall comply with [specific statutory citations (if any) and,] all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the State. The awarded Offeror(s) shall notify its employees that they are subject to the confidentiality requirements as set forth above, and shall provide each employee with a written explanation of the confidentiality requirement before the employee is permitted access to confidential data. Awarded Offeror(s) shall provide and maintain a secure environment that ensures confidentiality. The confidentiality of all information will be respected and no confidential information shall be distributed or sold to any third party nor used by awarded Offeror(s) or its assignees and/or subcontractors in any way except as authorized by this contract. Confidential information shall not be retained in any files or otherwise by awarded Offeror(s). Disclosure of such information may be cause for legal action against the awarded Offeror(s). Defense of any such action shall be the sole responsibility of the awarded Offeror(s). Unless directed otherwise, awarded Offeror(s) is required to keep all State information in a secure, confidential manner.

#### **1.13 RFP Response Material Ownership**

The State of Colorado has the right to retain the original proposal and other RFP response materials for its files. As such, the State of Colorado may retain or dispose of all copies as is lawfully deemed appropriate. Proposal materials may be reviewed by any person after the "Notice of Intent to Make an Award" letter(s) has/have been issued, subject to the terms of Section 24-72-201 *et seq.*, C.R.S., as amended, Public (open) Records. The State of Colorado has the right to use any or all information/material presented in reply to the RFP, subject to limitations outlined in the clause, Proprietary/Confidential Information. Offeror expressly agrees that the State may use the materials for all lawful State purposes, including the right to reproduce copies of the material submitted for purposes of evaluation, and to make the information available to the public in accordance with the provisions of the Public Records Act.

#### **1.14 Acceptance of Proposal Content**

The contents of the proposal and the terms of this request for proposals will become contractual obligations of the successful offeror.

### **1.15 Proposed Fees**

Fees are expected to be a firm, fixed amount. Estimated fees are not acceptable; fees must be United States funds.

It is expected that the proposed fees submitted in response to this RFP will be sufficient to cover the costs of the first year of the contract. Subsequent to the expiration of the initial one-year period, the awarded vendor may request to increase its fees by providing 30 days written notice to the State. The State may accept, reject, or negotiate such request for increase. Any other requests to increase the fee may be considered at the discretion of the State. Approved work in progress at the time of a requested fee change shall not be subject to the fee increase. If the fee increase is determined to not be in the best interest of the State, the State reserves the right to cancel the contract and resolicit.

### **1.16 Selection of Successful Proposal and Notice of Intent to Award**

The State reserves the right to make an award on receipt of initial proposals, so Offerors are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Offerors not meeting the requirements identified in the RFP shall be ineligible for further consideration. The State may conduct discussions with Offerors in the competitive range for the purpose of promoting understanding of the State's requirements and the offeror's proposal, to clarify requirements, make adjustments in services to be performed, and in prices. Changes to proposals, if permitted, will be requested in writing from offerors.

Upon review and approval of the evaluation committee's recommendation for award, the Colorado State Purchasing Office will issue "Notice of Intent to Make an Award" letter(s) to all offerors. In addition, intent to award will be posted on the BIDS system.

Section 6 provides additional information related to the evaluation and award of this solicitation.

### **1.17 Parent Company**

If an Offeror is owned or controlled by a parent company, the name, main office address and parent company's tax identification number shall be provided in the proposal.

### **1.18 Certification of Independent Price Determination**

**1.18.1** By submission of this proposal each Offeror certifies, and in the case of a joint proposal each party, thereto, certifies 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.

1.18.2 Each person signing the Request for Proposal Cover Sheet of this proposal certifies that:

a) He/She 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/She 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.

1.18.3 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.

#### 1.19 Standard Contract

Except as modified herein, the standard State Contract Terms and Conditions and the Model Contract, attached as Exhibit A, shall govern this procurement and are hereby incorporated by reference. Please note this Model Contract lists the State's required legal provisions but does not include the specific scope of work and requirements for this RFP.

The Offeror is expected to review the attached Model Contract and note exceptions. Offerors agreeing to abide by the requirements of the RFP are also agreeing to abide by the terms of the Model Contract. Unless the Offeror notes exceptions in its proposal, the conditions of the Model Contract will govern. It may be possible to negotiate some of the wording in the final contract; however there are many provisions, such as those contained in the Special Provisions pages that cannot be changed. Vendors are cautioned that the State believes modifications to the standard provisions, terms and conditions, and Special Provisions constitute increased risk to the state and increased costs. Therefore, the scope of requested exceptions is considered in the evaluation of proposals.

**Please note that the Model Contract is a sample of the contract that the awarded Offerer will be required to sign. Not all clauses in the Model Contract will apply to this solicitation, for example, because this is an outsourced contract, no State funds will be used to pay for performance. Therefore, all references to compensation, billing, fees, and funding do not apply and will be removed from the final contract and replaced with appropriate provisions.**

#### 1.20 Legislative Changes

The State of Colorado reserves the right to amend the contract in response to legislative changes that affect this project.

### **1.21 Order of Precedence**

In the event of any conflict or inconsistency between terms of this request for proposal and the offer, such conflict or inconsistency shall be resolved first, by giving effect to the terms and conditions of the contract, second to the request for proposal, and third, to the proposal.

### **1.22 Venue**

The parties agree that venue for any action related to performance of this contract shall be in the City and County of Denver, Colorado.

### **1.23 Audit**

The successful Offeror may be required to have a process audit conducted of the program at least once every three years. If the successful Offeror has not had such an audit prior to awarding of this contract, one may be required to begin within six months of the award of this contract. A complete copy of the audit must be provided to the project manager as identified in the final contract within five working days of its completion. The State will negotiate directly with the Offeror regarding any exceptions or findings from the audit.

**1.24 Compliance with Applicable Laws.** The selected Offeror will be required to administer the program pursuant to all statutory and rule requirements as well as terms and conditions outlined in this RFP, the contract, and any other applicable laws. This requirement includes any work required from the selected Offeror to facilitate the timely execution of the contract. In addition, contracts cannot be executed unless and until the Offeror registers and maintains registration with the Colorado Secretary of State throughout the terms of the contract. The selected Offeror cannot commence any work associated with the RFP until the State has an executed contract in place.



## Section 2 – Schedule of Activities & Inquiries

### 2.1 Schedule Of Activities

**Deadline** (Mountain Times)

- |  |  |
|--|--|
| 1. RFP Notice Published On The Bids System<br><a href="http://www.gssa.state.co.us">www.gssa.state.co.us</a>   | <b>August 6, 2007</b>  |
| 2. Prospective Offerors Written Inquiry Deadline<br>(No Questions Accepted After This Date/Time)               | <b>August 17, 2007 5:00 PM</b>                               |
| 3. Pre-Proposal Conference   | <b>[Not Applicable]</b>                                      |
| 4. Proposal Submission Deadline<br>(One Original plus 5 Hard Copies & One Electronic Copy on CD/Disk Required) | <b>September 5, 2007 5:00]PM</b>                             |
| 5. Oral Presentations/Site Visits (Held at State's Discretion)   | <b>Not determined at this time</b>                           |
| 6. Contract Award (initial year - estimated)   | <b>January 1, 2008 <small>THRU</small> December 31, 2008</b> |
| 7. The Resulting Contract May Be Renewed For <u>4 Additional Years</u> , At The Sole Discretion Of The State.  |  |

## Section 3 – Background Information

### Background

The purpose of the RFP is to solicit proposals for a Nursing Peer Health Assistance Program or a Nurse Alternative to Discipline Program ("the Program"). The State Board of Nursing, Division of Registrations, Department of Regulatory Agencies, herein referred to as "the Board", is the agency responsible for licensing and regulating Professional Nurses and Practical Nurses in the State of Colorado.

The Board is authorized under Colorado Revised Statutes (C.R.S.) 12-38-131, to disburse monies from the Nursing Peer Health Assistance or Nurse Alternative to Discipline Program Fund ("the Fund") to one or more recognized programs for nurses needing assistance in dealing with physical, emotional, or psychological problems which could become detrimental to their ability to practice nursing. In order to maintain clarity and consistency, licensed professional nurses and practical nurses will be identified as program recipients, and referred to throughout the remainder of the RFP as recipients.

### 3.1 Overview

The goal of this program is to offer assistance and education to Colorado recipients concerning the recognition, identification and prevention of physical, emotional, psychiatric, psychological, drug abuse, or alcohol abuse problems and provide for intervention when necessary or under circumstances that may be established in rules promulgated by the Board. It is the intent of the Board to contract with one contractor to provide the desired services.

Number of active licenses: As of April 30, 2007, there were 55,689 professional nurses and 9,944 practical nurses licensed in Colorado. Currently, the law provides that each nurse who renews their license biennially, shall pay, in addition to the biennial license renewal fee, an additional fee of eighteen dollars, credited to the Fund. (Reference 12-38-131) There are currently approximately 250 recipients enrolled in the Nursing Impaired Professional Diversion Program ("IPDP"). The Nursing IPDP does not apply to Psychiatric Technicians and Certified Nurse Aides.

Funds will be dispersed in future contract renewal years provided the contractor is in compliance with the terms of the contract, passes performance reviews as determined by the Board and that the money is available in the fund and has been appropriated for the expenditure. All monies are to be used in the provision of services pursuant to the terms of the contract and not used to obtain other funds including grants, fundraising or other supplemental funding for the contractor. The contractor may not purchase physical assets from monies distributed from the Fund, unless Board approved. Cost of treatment for a recipient shall be the responsibility of the recipient and shall not be funded through the program.

### 3.2 Definition of Terms

*Term of Contract:* 1-year contract beginning January 1, 2008 and ending December 31, 2008 with four (4) optional 1-year renewals.

In order to better facilitate Offeror understanding of this RFP, the following definitions apply:

"The Board" refers to the Colorado State Board of Nursing.

"Nursing Peer Health Assistance Program or Nurse Alternative to Discipline Program" is defined in 12-38-131 C R S

The "Administering Entity" means a qualified, nonprofit private foundation that is qualified under section 501 (c) (3) of federal "Internal Revenue Code of 1986", as amended, and shall be dedicated to providing support for charitable, benevolent, educational and scientific purposes that are related to medicine, medical education, medical research and science, and other medical charitable purposes.

The Administrating Entity shall be responsible for the moneys collected; distribute the moneys collected, less expenses, to the approved designated provider, as directed by the Board; provide an annual accounting to the Board of all amounts collected, expenses incurred, and amounts disbursed; and post a surety performance bond in an amount specified by the Board to secure performance.

The Board is seeking an outside contractor to assume the responsibility of providing the services of the nursing peer health assistance program or nurse alternative to discipline program for recipients. Certain statutory standards (found in C.R.S. 12-38-131) must be met by the potential contractor. The contractor must be in conformance with, and describe or demonstrate how the requirements of C.R.S. 12-38-131 would be complied with, to wit:

Per C.R.S. 12-38-131 (3) (a) to be eligible for designation by the Board pursuant to this section, a peer health assistance program or nurse alternative to discipline program shall:

I. Offer assistance and education to licensees concerning the recognition, identification, and prevention of physical, emotional, psychiatric, psychological, drug abuse, or alcohol abuse problems and provide for intervention when necessary or under circumstances that may be established in rules promulgated by the Board.

II. Evaluate the extent of physical, emotional, psychiatric, psychological, drug abuse, or alcohol abuse problems and refer the recipient for appropriate treatment.

III. Monitor the status of a recipient who has been referred for treatment, including assessing continued public protection.

IV. Provide counseling and support for a recipient and for the family of a recipient referred for treatment.

V. Receive referrals from the Board

VI. Make services available to all recipients statewide

The person, firm, or organization awarded a contract shall provide services, which meet or exceed the statutory requirements previously enumerated.

Any peer assistance program which is a federally assisted drug or alcohol abuse program as defined by 42 C.F.R. Part 2 must comply with all applicable requirements of such federal regulations and enabling federal statute

## Section 4 – Statement of Work

### 4.1

**a. Prior Experience:** To be awarded a contract, Offeror must have prior relevant experience in providing assessment, evaluation, and case management and monitoring of persons with psychological, substance use and/or abuse problems. Describe in detail this relevant experience.

**b. Staffing:** To be awarded a contract, Offeror must have qualified staff available either in house or through subcontractors. Describe staff to be dedicated to provide recipients with the necessary evaluation, education, diagnosis, counseling, case management, test administration and monitoring. Give staff's qualifications, credentials and program's supervision policy.

**c. Availability of Services Statewide:** Awarded contractor must make program available to all potential recipients statewide in all geographical areas of the state.

**d. Coordination:** Awarded contractor must identify statewide treatment resource network which includes treatment and screening programs and support groups. Contractor must demonstrate a process for evaluating the effectiveness of such programs.

**e. Performance Data Reporting:** Awarded contractor must provide quarterly reports to the Board which shows, at a minimum, the current number of recipients, the program services that were provided and demographic details.

**f. Reporting of Participant Violations of Issues:** Awarded contractor must notify the Board within 24 hours but not later than the end of the next business day of any recipients with active cases who:

- Display an imminent danger to self or others by virtue of alcohol or substance abuse, chemical dependency or suffering any other impairment.
- Is not in compliance with their monitoring contract for more than 2 months
- Have had two relapses

**g. Providing Reports on Stipulated Agreements:** Awarded contractor must provide timely reports to the Board as required by Stipulated Agreements.

**h. Releasing Information to the Board:** Awarding contractor must obtain an authorization from incoming recipients to release records and information to the Board, including records received from other sources in the contractor's custody pursuant to a subpoena issued by the Board.

**i. Testimony:** Awarded contractor must provide testimony by the appropriate person(s) in contested cases if requested by the Board

**j. Financial and Organizational Strength:** The Offeror, together with any subcontractors, must demonstrate that they have the financial resources to perform all requirements of this RFP. Awarded contractor must have adequate insurance.

**k. Avoidance of Conflict of Interest:** Awarded contractor must ensure that, to the extent practicable, the licensed professionals involved in the evaluation of recipients entering the Program shall not also provide treatment of same recipients. The awarded contractor must also ensure that such professionals hold an unrestricted license from their respective board.

- 4.2. **a. Education:** The awarded contractor must offer assistance and education to recipients concerning the recognition, identification, and prevention of physical, emotional, psychiatric, psychological, drug abuse, or alcohol abuse problems and provide intervention when necessary.
- b. Evaluation:** The awarded contractor must evaluate all licensees referred to the program, either for participation or evaluation only, to determine the extent of physical, emotional, psychiatric, psychological, drug abuse, or alcohol abuse problems and provide assessment, intervention or write a treatment plan.
- c. Testing:** Awarded contractor must at a minimum require all recipients to complete a history and physical screening.
- d. Screening:** Awarded contractor must provide urine drug/alcohol or blood drug/alcohol or other types of screening procedures.
- e. Counseling:** Awarded contractor must provide counseling with a therapist who meets Board approved criteria.
- f. Participant Contracts:** Awarded contractor must place all recipients under a contractual agreement for completion of any planned treatment as identified in the evaluation.
- g. Treatment Monitoring:** Awarded contractor must develop a monitoring contract for each recipient and report contract compliance and progress to the Board.
- h. Coverage:** Awarded contractor must have services available to all licensees statewide and have program coverage 24 hours a day, 7 days a week.

#### 4.3 Fees

Quote the total fees per year for providing all services described in this RFP. Allocated amount available to fund the 2008 program is dependent upon the actual revenues and the number of licensees in Colorado. Estimated amount can be derived from section 3.2 Overview. Payment will be disbursed monthly for the period January 1, 2008 through December 31, 2008. Any money received pursuant to a contract with the Board that is unspent by the Contractor as of December 31, 2008 shall be returned to the administering entity selected by the Board pursuant to the provisions of paragraphs 9 (b) if Subsection 12-38-131 for subsequent appropriation and disbursement.

The funds provided under this contract may be used only for educational, intervention and administrative services and services related to the identification of the physical, emotional, or psychological problems and the evaluation, diagnosis, treatment and monitoring of licensed Colorado recipients.

Concisely and clearly describe your agency's ability to manage the ongoing costs associated with the ensuing contract. Include any information that may be used to supplement expenses of the Program above the amount provided by the Fund. Include your budget for this program and detail the costs of your services per line item.

- 4.4 **Compliance with Applicable Laws:** The contractor is to administer the program pursuant to, and demonstrate compliance with, all statutory and rule requirements as well as terms and

conditions outlined in this RFP, the contract, and any other applicable laws including the Health Insurance Portability and Accountability Act (HIPAA) and federal confidentiality laws and regulations.

- 4.5 Confidentiality:** The contractor is to identify specific methods for providing and assuring confidentiality for participants. Identify specific procedures to be followed for maintaining confidentiality of active cases, access and control of computerized information, and storage of medical records. Attach documentation which demonstrates compliance with federal confidentiality requirements and HIPAA.

## Section 5 – Response Format & Proposal Instructions

### 5.1 Submission and General Instructions

Proposals must be received on or before the date and time indicated in the Schedule of Activities, or as modified on the BIDS system. It is the responsibility of the Offeror to ensure that the Colorado State Purchasing Office receives the proposal on or before the proposal opening date and time, regardless of the delivery method used. Late proposals will not be accepted. Vendors are cautioned that daily mail may not be received prior to 4:00 p.m.; therefore, if proposal is not hand delivered, Offeror should ensure proposal is received by mail or delivery service the prior day.

Submit one (1) original and five (5) copies of the proposal, as well as an electronic copy in Microsoft Word. The proposal package shall be delivered or sent by mail to:

Tammy.Baca@dora.state.co.us  
Department of Regulatory Agencies  
Procurement Office  
1560 Broadway Suite 1550  
Denver, CO 80202  
**RFP # SJN-0801**

The proposal must be signed in ink, preferable in blue ink, by an officer of the Offeror who is legally authorized to bind the Offeror to the proposal. Proposals that are determined to be at a variance with this requirement may not be accepted. A proposal signature page has been provided.

Proposals must be submitted and sealed in a package with an appropriate label affixed. The label must show the following information:

Offeror's Name  
RFP-No.  
Proposal Due Date and Time

Offerors must segregate the portion of the proposal responding to the pricing and funding proposal so the technical proposal can be evaluated without consideration of the price or funding model.

The State desires and encourages that proposals be submitted on recycled paper, printed on both sides. While the appearance of proposals and professional presentation is important, the use of non-recyclable or non-recycled glossy paper is discouraged.

### 5.2 Page Limit

Unnecessarily elaborate proposals are not desired. Font size for basic narrative descriptions must be no smaller than 12 characters per inch. Indexes, tables of contents, lists of figures/tables, and glossary of terms will not be counted toward the overall page count. Allowance will be made for tabular or graphical presentations and screen prints, whether incorporated in the text of the technical description or attached as separate exhibits. Textual explanations of screen prints or graphic materials, standard commercial brochures or descriptions, or other standard product documentation that are attached in appendices or exhibits will not be counted against page limitation. However, evaluators cannot be expected to comprehend all material in exhibits whose content and relevance to the proposal description are not clearly integrated into the technical discussion.

## 5.3 Response Format

### 5.3.1 Executive Summary

Condense and highlight the contents of the proposal. The summary should provide the reader with an overall understanding of the proposal and offeror's approach.

### 5.3.2 Technical Component

- A. Describe how you will address all the deliverables set forth in Section 4.
- B. Describe, in a table format, the necessary commitment of state personnel and resources for each phase. This must include the number of personnel, their levels or titles, the role or function of each in the project, and the number of hours required. Include, but identify separately, the individuals, by title or role, who will be trained and the number of hours of training to address the training deliverable. This table should be all-inclusive and Offeror should not anticipate any state employee involvement not reflected in the table.
- C. Describe the data gathering, reporting, and analysis required to complete the project, to calculate the savings, and to continue to achieve long term savings and optimal pricing; indicate what changes are necessary to state financial and/or IT systems to address these needs.

### 5.3.3 Management and Experience Component

- A. Describe how your company will manage this project.
- B. Indicate key personnel who will be assigned to the project and describe their experience. Explain how you will ensure that equally qualified persons are assigned to the project if these individuals leave the project. The state expects that the awarded Offeror will continue to make the key project personnel available through the life of the contract as long as they remain in offeror's employ. The state reserves the right to approve any replacement personnel.
- C. Describe your firm's experience with similar projects. For the two most closely related projects: state the [actual audited savings and the time period over which it accrued; give examples of before-and-after pricing and indicate how long vendors honored the new pricing; describe in detail the role and level of state employee involvement during the contract period, including but not limited to Governor's office personnel, cabinet-level personnel, central purchasing office manager(s) and buyers, IT personnel, accounting personnel].

### 5.3.4 Cost Component/Operational Budget

The Offeror shall provide an operational budget for year one in response to the Statement of Work, Section 4.3

[



### 5.3.5 References

Please provide at least three (3) and no more than five (5) references that support the Offeror's proposal. Provide the principle contact and telephone number, as well as a brief description of work performed for each. Include the timeframe for work performed. The State reserves the right to include the State of Colorado and other states as additional references. The State also reserves the right, at its discretion, to contact any organization or individual that may have knowledge of the Offeror for the purpose of verifying the information provided by the Offeror. The State will check references only on the apparently successful Offeror as a method of determining responsibility; references will not be scored.

#### Reference Chart

<u>Company Name</u>	<u>Contact</u>	<u>Telephone</u>	<u>Brief Description</u>

## Section 6 – Evaluation and Award Selection Process

This section supplements paragraph 1.5, "Scope of RFP/Basis of Award" in the Colorado Solicitation Instructions/Terms and Conditions that are available through the link on the BIDS solicitation page.

### 6.1 Evaluation Factors

The evaluation factors, in decreasing order of importance are:

- The Offeror's experience, qualifications, and key personnel, and the extent to which the qualifications, experience, and past performance are likely to foster successful, on-time performance.
- The technical proposal, including
  - Soundness of offeror's approach to the Scope of Work defined in Section 4,
  - How well the proposed approach reflects an understanding of and compatibility with [Colorado's decentralized administrative and statewide procurement structure, and
  - Required commitment of state personnel, including reasonableness to accomplish objectives, secondary impact to existing programs.
- Cost Component.
- The extent to which Offeror agrees to Colorado's basic contract terms and required Special Provisions without seeking exceptions.

### 6.2 Award Methodology

This solicitation is exempt from the State of Colorado Procurement Rules/Code per R-24-101-105-01(a). On the basis that "no State dollars are expended". In summary, this solicitation does not require competition and does not need to be posted on Colorado BIDS or otherwise announced. The Department of Regulatory Agencies (DORA) reserves the right to contract with a vendor to provide services/goods described in the solicitation at any time. There will be no protest period after an award has been made to a qualified Offeror.

An Evaluation Committee will evaluate the merits of proposals received in accordance with the evaluation factors stated in this RFP and identify the proposal that is most advantageous to the state. While numeric evaluations may be used in some aspects of the process to identify strengths and weaknesses of proposals, the final decision will be a business decision and will not be based on a numerical score. A Decision Memorandum will document the basis for the award decision.

Failure of the Offeror to provide any information requested in this RFP may result in disqualification of the proposal. This responsibility belongs to the Offeror.

Offerors should not assume that they will have an opportunity for oral presentations or revisions of proposals, so they should submit their most favorable proposals as their initial proposal. If award is not made on receipt of initial proposals, Offerors in the competitive range (those most responsive to the requirements and reasonably susceptible of being selected for award) may be provided an opportunity to make an oral presentation. The oral presentation will include a discussion for the purpose of clarification and to ensure full understanding of and responsiveness to solicitation requirements.

If proposal revisions are permitted after oral presentations and discussions, a date will be established in writing by the State for submission of best and final offers. Offerors will not be provided an opportunity for comprehensive proposal revisions.

The apparently successful Offeror may be required to submit for the most current reported period and a reasonable number of previous years (in order of preference) an audited financial statement, a financial statement reviewed by a certified public accountant, a third-party prepared financial statement if an audited or reviewed statement is not available, or another financial statement prepared in the routine course of the Offeror's business, in order to assist the State in making its determination of Offeror responsibility in accordance with CRS 24-103-401.