Colorado Department of Corrections
Division of Parole
Request For Proposal # 2016000051

TITLE: Statewide Offender Treatment Accountability For Safer Communities (TASC) Program

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ATTACHMENTS:

(A) RFP Cover Page
(B) MBE/WBE Status Form
(C) Contract Performance for Services Outside US or CO
(D) Statewide Contract Management System
(E) Special Provisions (of the State Contract)
(F) Exhibit IC Independent Contractor Status form
(G) Current Original Contract
SECTION ONE:  ADMINISTRATIVE INFORMATION

A.  ISSUING OFFICE / POINT OF CONTACT:  This Request For Proposal (RFP) is issued by the Colorado Department of Corrections (CDOC) Purchasing Office for the benefit of the Division of Adult Parole.  The CDOC Purchasing Office is the sole point of contact concerning this RFP.  Any prospective proposer/offerer/bidder (“bidder”) that is found to have contacted any other CDOC personnel with regard to this RFP, may be deemed to be ineligible for award.

B.  SCHEDULE OF ACTIVITIES:  Numbers 4 and 5 are projections only, dependent upon various factors associated with the evaluation and subsequent contract negotiations.

2.  October 2, 2015:  1:00 PM  Deadline for written inquiries
3.  October 28, 2015:  3:00 PM  Deadline to receive proposals
4.  November 18, 2015:  Projected date for award notice
5.  January 8, 2016:  Projected contract date

C.  PRE-PROPOSAL CONFERENCE:  There will not be any pre-proposal conference in association with this RFP.  Prospective bidders may submit written inquiries (see below).

D.  WRITTEN INQUIRIES:  Bidders may submit written inquiries in order to obtain clarification of RFP requirements.  Inquiries should be sent via email, as follows:

   Email address:  maryann.shaw@state.co.us
   Subject line:  RFP #2016000051 inquiry

Please limit written inquiries to only those issues and questions which are essential in order to submit a viable proposal in response to this RFP.  Requests for detailed or exhaustive information regarding current agency or contractor practices may be declined, if said information is not deemed to be necessary in order to submit a viable proposal.

E.  OFFICIAL NOTIFICATIONS:  This RFP has been published on the State of Colorado solicitations web site Colorado.gov/VSS.  This web site is the official site for all notices concerning this RFP.  Any significant changes to the original RFP, including CDOC responses to written inquiries, will be published on the web site as a ‘modification’ to the original solicitation.

Bidders who become aware of this RFP through other sources are strongly advised to register at Colorado.gov/VSS and to monitor this site for notifications concerning the RFP.  Although the purchasing agent may choose to also furnish notification/s via other means as a courtesy to bidders, the only official and required notification/s for any significant changes to the RFP will be via modification/s published on the VSS web site.
F. INSTRUCTIONS FOR SUBMITTING PROPOSALS:

1. Proposals must be received at the Colorado Department of Corrections Purchasing Office, by no later than the submission deadline. **Late proposals cannot be considered.** It is the bidder’s responsibility to assure that his/her proposal actually arrives at the Department of Correction’s Purchasing Office by the prescribed time and date. The US Post Office does not deliver to the CDOC Purchasing Office.

2. Proposals should be submitted in a sealed package, identified on the outside with the bidding entity’s name and address.

   **If mailing via US Post, address as follows:**

   CDOC Purchasing Office - RFP #2016000051  
P.O. Box 1010  
Canon City, CO 81215-1010

   **If using a delivery service such as FedEx, UPS, etc., address as follows:**

   CDOC Purchasing Office - RFP #2016000051  
Colorado Territorial Correctional Facility  
275 West Highway 50  
Canon City, CO 81212

   (Ref. R-24-103-202b-07 Timeliness of Bids: If by the specified due deadline, the mail, either by the Postal Service or by internal distribution system, has not been delivered to the Purchasing Office, a proposal may be accepted if it is reasonable to believe the proposal was in the control and possession of the CDOC by the deadline.)

3. The bidder should supply one original written and signed proposal. The RFP Cover Page (Attachment A) should be completely filled out and signed in ink by the bidder or an officer of the bidder legally authorized to bind the bidder to the proposal. An electronic copy of the proposal will also be required. The e-copy will be requested after the solicitation has closed and must be identical in content to the written proposal, and should be in a non-alterable, read-only format such as Adobe PDF. The complete e-copy is preferred in a single document, and is not to exceed three documents total. (Note that the use of writable CDs/USB/thumb/flash drives is somewhat restricted at CDOC, therefore these will not be accepted.)

4. Technical assistance in the preparation of proposals will not be provided. Proposals will likely be assessed based **only on the materials presented in the original proposal.** Therefore, it is important that proposals be complete and bidders should recognize that the opportunity for revision or augmentation may not exist.
SECTION TWO: BACKGROUND INFORMATION

A. DIVISION OVERVIEW:
The Colorado Department of Corrections (CDOC), Division of Adult Parole (Division) provides for public safety through the supervision of offenders released to the community. The Division’s supervision programs provide a system of structure and accountability, which allows offenders to complete a portion of their sentence in the community. The responsibilities of the Division include supervising parolees and community inmate. The division supervises approximately 8,000 community offenders. Approximately 77% of the Division’s offenders have substance abuse needs, 28% have serious mental illness, and 8% are sex offenders.

B. APPROVED TREATMENT PROVIDER PROGRAM:
The Division currently operates the Approved Treatment Provider Program (ATP Program) in order to identify and make available appropriate community resources for offender needs for mental illness, sex offence, and/or substance abuse treatment. The ATP Program ensures the availability of appropriate services to and assures offender access to these services regardless of the offender’s location.

The ATP Program utilizes a large number of ATP providers to provide mental health, substance abuse, and sex offender treatment services to inmates and parolees in communities throughout the State of Colorado. Contract dollar amounts vary greatly from one ATP provider to another. Many ATPs provide only a very limited amount of services due to specialization, geographic location, and personal choice.

C. CWISE:
The Division utilizes the Colorado Web-based Integrated Support Environment (CWISE) as the primary communication, record-keeping and authorization system through which offenders and parolee services are managed and supervised. CWISE is an integrated, web-based electronic database specifically utilized to address the Division’s need for a single source of consolidated information that, in conjunction with the CWISE 24 hour call center, provides multiple methods of data entry and retrieval. This technology increases the effectiveness of the supervision of offenders in the community by the Division and its service contractors, including the TASC contractor whose services are solicited herein. ATP services provided to offenders are currently tracked and invoiced via CWISE. (ref. AR 250-47 24 Hour Supervision Services, Information Collection, Utilization, and Retrieval through CWISE)

D. CONTRACT INFORMATION:
TASC program services are currently provided by a single contractor and managed throughout the State. The Division is re-soliciting TASC program services for a 60-month period from November/December 2015 through June 2020, and generally expects to select a single contractor to provide the statewide TASC services through one contract.
SECTION THREE: STATEMENT OF WORK:

A. TARGET POPULATION

The Division’s mission is “To provide public safety by managing offenders transitioning to the community through an array of supervision strategies, interventions, and re-entry services that instill pro-social behaviors that promote successful outcomes."

The target populations for this RFP are all statewide offenders on regular Parole, Intensive Supervision Program (ISP) Parole, ISP Inmate, Community Return to Custody (CRCF) and Youthful Offender System (YOS) Phase III. Treatment evaluation and referral for treatment of these needs should be evidence based or demonstrate best practices and must comport with the offender’s parole plan/conditions of parole. It will be the Division’s responsibility to develop the appropriate criteria regarding offender selection for these services. It will be the contractor’s responsibility to work in coordination with Community Parole Officers (CPOs) to determine which offenders will be eligible for these services.

B. TASC SERVICES

A specialized program model designed to screen mental health, and evaluate the substance abuse treatment needs of offenders in the community, refer offenders to treatment, ensure engagement and ongoing participation in treatment, and monitor relapse risk for the purpose of enhancing treatment effectiveness and public safety. TASC programming includes four primary adjunct services: identification, assessment, referral, and monitoring.

The Division expects to allocate $2,900,000 for the primary statewide TASC services and $753,000 for urinalysis testing/lab fees annually; this amount will be prorated for FY 15/16. All funds are contingent upon the continuing availability of State appropriations. The duration of the award will be a five-year contract, starting November/December, 2015 and ending June 30, 2020.

For the proposed services listed below, it is the Division’s preference that the contractor supplies the appropriate staff to evaluate, refer, and monitor the offenders for proper placement into treatment.

Preference will be given to proposals that demonstrate the ability to provide the highest amount of appropriate treatment for offenders. This RFP solicits the following TASC services:

- Provide in-reach services to identify eligible offenders, obtain releases, and provide a referral to the Behavioral Health Organization prior to release. Upon release ensure appointments are set up, and follow up in the community with the Behavioral Health Organizations.
- Provide offender evaluations, drug testing to measure offender compliance and treatment referral for mental health and substance abuse (with respect to the offender’s parole agreement).
- Work in coordination with Community Parole officers regarding the offender’s evaluation, treatment referrals, and compliance.
- Baseline urinalysis (UA) and ongoing UAs to monitor high-risk situations and to assist in verifying treatment progress. An offender’s initial baseline UA, and the initial month under supervision shall be provided by the TASC contractor at no cost to the offender. UA
collection will continue regularly for offenders on an incentive basis. The incentive is: if the offender provides clean, non-flushed urine samples, and does not miss any UAs, the Department will continue to cover the cost of the UAs. However, when an offender provides a flushed or positive urine sample the offender will then be required to pay for the testing at a reasonable fee which needs to be documented in the proposal. The Offender will continue to pay for UA services until they provide four clean, non-flushed, UAs or have not missed any UAs.

- Administration and monitoring of disulfiram medication (Antabuse)
- Communication in a timely manner with appropriate parole staff concerning non-compliance, to ensure public safety.
- Capability to handle and assist offenders with co-occurring substance abuse and mental health treatment needs and issues.
- Provide face-to-face services to offenders throughout the State at appropriate statewide locations.
- Generate useful reporting and measurements, including but not limited to reports as may be required by the Division.
- Timely entry of contact data into the Department’s CWISE system.

Substance abuse treatment programs shall be utilized to match the levels of treatment in accordance with CRS 16-11.5 Assessment Protocol. These are:

1. No Treatment
2. Education and Self-Help
3. Weekly Outpatient Therapy
4. Intensive Outpatient Therapy
5. Intensive Residential Therapy
6. Therapeutic Community (TC)
7. No Treatment Emphasis/Assess for Psychopathy/Surveillance Priority

Proposals that offer a wider range of the solicited services, thereby making it more economical and cost effective for the State, will likely be evaluated more favorably than more limited proposals.

Preference will also be given to proposals offering high levels of services in communities with high populations of parolees and offender utilization of the Division’s services. The Division also realizes the significant need for these services in rural areas and encourages proposals that include services in rural areas. Preference may also be given to proposals that demonstrate the ability to coordinate existing community/State services, and/or leverage additional local or other dollars to augment the Division’s appropriated funding.

C. PROGRAM CONTRACT REQUIREMENTS
Following are some general minimum contract requirements for any contract resulting from this RFP.

1. The Contractor will provide TASC services to offenders at Contractor’s places of business, independently of the Division at or near these locations: Denver, Englewood, Aurora Westminster, Pueblo, Durango, Grand Junction, Greely, Fort Collins, Longmont, Sterling, La Junta, Colorado Springs, Canon City, Alamosa, Rifle, Delta and Craig.
2. Contractor shall maintain a written employment policy, including but not limited to requiring criminal background checks on employees. Contractor shall ensure Contractor's and any sub-contractor's staff associated with this Contract pass a criminal background check before hire and provide verification to the DOC as requested. Contractor shall notify CDOC immediately if a staff member is arrested or charged with any criminal offence. Notification must clearly state the staff member’s working status during the disposition of the pending charges.

3. Contractor shall maintain an operating plan, which includes but is not limited to organizational information, policies and procedures, maintaining case file records of offenders, and compliance with all applicable Federal and State confidentiality requirements. The CDOC must be provided immediate access, upon request, to case file records for CDOC offenders covered under the State contract.

4. Contractor's staff shall be trained in Standardized Offender Assessment (SOA-R), developed under CRS 16-11.5, and preferably certified as addiction counselors or in the process of obtaining certification as a Certified Addiction Counselor (CAC) Level II or CAC Level III (Preferred). Level I Counselors or interns may be used, subject to CDOC approval and with the proper supervision.

5. Contractor evaluation staff shall complete Certified Addiction Counselor (CAC) coursework that is relevant to refer offenders to treatment, ensure engagement and participation in treatment for the purpose of enhancing treatment effectiveness and public safety. Applicable courses may include, but are not limited to, Client Records Management, Professional Ethics I, Infectious Diseases in Addiction Treatment, Co-Occurring Disorders, Pharmacology I and II, Motivational Interviewing and Advanced Motivational Interviewing.

6. Contractor shall agree to comply with all service reporting requirements and CDOC Regulations governing the provision of Mental Health, Alcohol and Drug Services.

7. Contractor shall comply with all requirements of AR 250-23 Scope of the Approved Treatment Provider Program. All treatment services shall be provided by approved therapists. Contractor shall only refer to authorized ATP Mental Health and substance abuse services.

8. Contractor shall not have the capability to provide ATP treatment services, either based on Contractor's own referral or recommendation through CPOs. Upon acceptance of award, Contractor shall relinquish existing ATP status if applicable and requested by CDOC.

9. All information regarding contact with offenders, any notes and test results must be entered into the Department’s CWISE system in real-time.

10. Contractor will plan and provide TASC services on a “swing shift” (outside of 8-5 M-F) timetable where appropriate or as requested by the Division.

11. Contractor will coordinate program efforts with CDOC facility counselors and programs.
12. Contractor will maintain certification in accordance with the Standards and Regulations of the Division of Behavioral Health within the Colorado Department of Human Services.

13. Contractor will abide by the Regulations of the CDOC, particularly AR 700-20 Alcohol and Drug Services Program.


15. Contractor will provide for an independent annual financial audit to meet requirements of Federal OMB Circular A-110 or A-128, as applicable and if requested by the CDOC as a contract requirement.

16. Contractor will meet reporting requirements including (1) health services data system client reports - monthly or per contact for client screening; (2) program cost and revenue reports.

17. Contractor will respond to any complaint investigations.

18. Contractor will participate in regularly scheduled contractor meetings with the Division.

19. Contractor must be fully operational to provide statewide services by December 1, 2015 or when the contract becomes fully executed.
SECTION FOUR: EVALUATION

A. EVALUATION PROCESS:

1. Failure of the bidder to provide any information required in the RFP, or information which is pertinent to the RFP evaluation criteria (see following), may result in unfavorable evaluation or disqualification of the proposal. It is the bidder’s responsibility to assure that the information in its proposal is complete.

2. An evaluation committee will review and judge the merits of the proposals received in accordance with the RFP evaluation criteria. The recommendations of this committee will be forwarded to the CDOC Purchasing Director or designee for review and approval.

3. The sole objective of the evaluation committee will be to recommend the bidder(s) whose proposal(s) is/are most responsive to the State of Colorado’s needs; cost and other factors duly considered.

4. A minimum score will be established, and if all proposals fall below that score, all may be rejected. If only one proposal is received in response to the RFP, it will still be reviewed and scored. If it meets the minimum score, it will generally be recommended for award.

5. The evaluation committee may seek additional clarifications or modifications to one or more proposal(s) that it deems to be “potentially acceptable”. Such clarifications or modifications may be requested to be presented in writing, or through oral presentations, site visits and/or via other methods by which the bidder(s) can present additional information. Any such action by the committee is optional and is solely at the committee’s discretion; bidders should not anticipate such an opportunity.

6. The proposal(s) receiving the highest final score(s) from the evaluation committee will generally be recommended for award.

B. BIDDER RESPONSE FORMAT: The bidder’s proposal should include the following:

1. Completed Cover Page, RFP Attachment A; MBE/WBE participation form, Attachment B; and Contract Performance for Services…form, Attachment C.

2. An introductory letter may be included but is not required.

3. The main text of the proposal should include the bidder’s direct response which has been written specifically for this RFP – refer to evaluation criteria below

4. Supporting information such as references, resumes, established policies and procedures, literature and other materials may be referenced in the bidder’s ‘direct response’ described above, and provided as supplements to the proposal.

C. EVALUATION CRITERIA: The following criteria are identified as that which will be evaluated in order to determine the responsiveness of the proposals received. Bidders are asked to organize and identify the information in their proposals in accordance with the numbered “general” criteria listed. The more specific (lettered) criteria listed after each of the “general”
criteria should be addressed in the proposal, but do not need to be specifically categorized or identified by section. Conciseness in the ‘direct response’ section of the proposal is generally evaluated favorably. Page limits stated below if any, apply to the ‘direct response’ section of the proposal only.

1. THE BIDDER’S QUALIFICATIONS AND EXPERIENCE (Maximum 5 pages)
   a. General background, organizational information and resources
   b. Qualifications and credentials of proposed key personnel
   c. Community and/or regional resources, presence and familiarity
   d. Comparable contracts, references, demonstrated or past performance and/or recognition(s)
   e. Licenses, certifications, and RFP Section Five items N, T, X, Y and Z
   f. The extent to which Bidder agrees without seeking exceptions to Colorado’s model contract terms and required Special Provisions, RFP Attachment E & G

2. THE BIDDER’S TASC PROGRAM SERVICES DESCRIPTION (Maximum 10 pages)
   a. Discussion of offender clientele and TASC program objectives
   b. Proposed offices, staffing and business hours
   c. TASC program staff minimum qualifications
   d. Basic service delivery, description and philosophy
   e. Tangible, innovative, enhanced and/or synergistic services to be provided through or in association with the TASC program services
   f. Proposed reporting, including contract performance and TASC program effectiveness
   g. Familiarity and compliance with CDOC ARs and RFP requirements

3. THE BIDDER’S PROPOSED COSTS AND BUDGET (Maximum 5 pages)
   a. Proposed statewide TASC Program 12-month budget. The Division also prefers a cost structure based on a per offender per day rate (per diem rate) according to the average daily offender population served. A description of budget categories may be included however detailed itemization of salary, benefits and operating costs is not required. Cost proposals including a combined structure with per diem rates, base or fixed costs, variable costs, fee for service or fee per type of offender contact may also be submitted.
   b. Any proposed unit fees such as UAs
   c. Any deliverables-based contract costs, and/or performance-based cost incentives/disincentives
   d. Any other funding or resources to supplement the state’s TASC funding
   e. Any other cost considerations

NOTE: “Estimated” proposal costs in response to this solicitation are not acceptable. The bidder’s proposed cost(s) will be considered to be the bidder’s “best and final offer” for evaluation purposes. Proposed costs are expected to remain firm and unchanged over the initial contract term through June 30, 2016. The bidder’s proposal should address any potential for requesting price changes over the ensuing contract term. Absent any alternative(s) proposed by the bidder, the Department may at its sole discretion elect to include a provision in the State contract that allows the Department to consider annual price increase requests from the contractor, not exceeding the amount specified in the U.S. Bureau of Labor Statistics Consumer Price Index (CPI-U), All Items, unadjusted percentage for the most recent 12-month period (reference www.bls.gov/cpi/).
SECTION FIVE: PROCUREMENT AND CONTRACTING INFORMATION:

A. PURPOSE: This Request For Proposal is intended to provide sufficient information to enable prospective bidders to prepare and submit proposals for consideration by the Colorado Department of Corrections, for the purpose of selecting the most qualified contractor(s) to complete the goals of the RFP. The State of Colorado invites any interested and qualified prospective bidders to submit a proposal in response to this RFP, in accordance with the requirements stated herein.

B. SCOPE: This RFP is intended to explain the State’s needs, identify any mandatory requirements which must be met in order to be eligible for consideration, identify other non-mandatory preferences and considerations, provide guidance regarding how the proposal is to be submitted, and explain the evaluation and award process.

C. CONTRACT TERM:

1. The State’s fiscal year period runs from July 1st to June 30th. Any contract awarded as a result of this RFP is expected to be in the form of a multi-year contract with a maximum total period of up to sixty (60) months. The contract will include a clause which enables the State to terminate with 30 days written notice, without showing cause. The contract starting date is projected to be November 1, 2015; the contract ending date will be no later than 60 months from the actual contract starting date.

2. The contract will not constitute a multiple fiscal year direct or indirect debt or other financial obligation of the State, or obligate the State to make any payments beyond those appropriated for any fiscal year in which the contract is in effect. The State may choose to terminate its obligations under the contract at any time.

3. In the event that the Department of Corrections desires to continue the services and a replacement contract has not been fully executed by the ending term date of the contract, the contract may then be extended unilaterally by the State for a period of up to two (2) months upon written notice to the Contractor under the same terms and conditions of the original contract including, but not limited to prices, rates, and service delivery requirements. However, this extension terminates when the replacement contract becomes effective when signed by the State Controller or an authorized delegate.

D. MODIFICATION AND WITHDRAWALS: Proposals may be modified or withdrawn by the bidder prior to the established due date and time.

E. ADDENDUMS OR MODIFICATIONS TO THE RFP: In the event that it becomes necessary to supplement or revise any part of this RFP, such information will be provided in writing in the form of one or more “modifications” to the RFP, as published under the original solicitation number, on the Colorado BIDS web site. It is the bidder’s responsibility to monitor the BIDS solicitation notice for any modifications to the RFP during the solicitation period. Bidders should not rely on any verbal statements which alter the RFP.

F. ORAL PRESENTATIONS/SITE VISITS: If deemed to be beneficial to the CDOC, bidders may be asked to make oral presentations or to make their facilities available for a site inspection by the evaluation committee, at no cost to the CDOC.

G. 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 autographic signature of the bidder or an officer of the bidder legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the bidder of all terms and conditions, as set forth herein. The bidder shall identify clearly and thoroughly any variations between its proposal and the State’s RFP. Failure to do
so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as may be outlined or specified in the RFP.

H. PROTESTED SOLICITATIONS AND AWARDS: Any actual or prospective bidder or Contractor who is aggrieved in connection with the solicitation or subsequent award of a contract may protest to the CDOC/Purchasing Director or designee. 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 (emphasis added). Ref. Section 24-109, 101 et. seq., C.R.S., as amended; Section R-24-109-201 et. seq., C.R.S. as amended; Section R-24-109-101 through R-24-109-206, Colorado Procurement Rules. With regard to the emphasized language above, it is important for bidders to note that a challenge to the solicitation’s requirements or specifications shall be made within 7 days of when the object of the protest is known. The requirement for timely submission of any protest will 7 days beginning on the first working day following the State’s Notice of Intent to Award (see item K following).

I. CONFIDENTIAL/PROPRIETARY INFORMATION: Upon publication of the Notice of Intent to Make an Award, the procurement file for this solicitation, including the bidders’ proposals, shall be available for public inspection in accordance with the State’s Public (Open) Records Act (see Section 24-72-204 et. seq., C.R.S., as amended). Any request by the bidder to restrict the use or public inspection of any material included with the bidder’s proposal must be made as follows:

1. The materials for which confidentiality (denial or restrictions to use or inspection) is requested shall be separated from the balance of the proposal, and shall be clearly identified as “confidential”. Co-mingling of confidential/proprietary and other information is NOT acceptable, and will be the basis for a determination of non-confidentiality.
2. For any such materials for which confidentiality is requested, a confidentiality request letter must be submitted prior to the proposal due date/time and under separate cover [R-24-103-202b-08(c)]. Said letter will provide an explanation of why the materials should be considered to be confidential and/or proprietary, specifically in accordance with CRS 24-72-204 (3) (IV), and/or other statutory basis. To support the confidentiality request, the letter may also cite and provide evidence of the bidder’s own efforts to restrict access to the materials in question, in the course of the bidder’s own operations.
3. Documents such as an entity’s internal operational procedures, training and/or sales materials, policies and procedures, organizational charts and key personnel resumes (but not including personnel files) are generally not believed to be within the intended context of CRS 24-72-204.
4. Any information that will be included in any resulting State contract cannot be considered confidential, including but not limited to contract pricing information.

In the event that the Purchasing Agent does not agree to the request for non-disclosure of materials designated as confidential by the bidder, the Purchasing Agent will inform the bidder accordingly in writing. (See Section 24-72-204 et. seq., C.R.S., as amended, the State Public (Open) Records Act.)

J. 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) 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. The bidder expressly agrees that the State may use the materials for all lawful State purposes, including the right to reproduce copies of the material submitted for evaluation purposes or for dissemination within the State Executive Branch, and to make the information available to the public in accordance with the provisions of the Public (Open) Records Act.

K. NOTICE OF INTENT TO AWARD: The CDOC Purchasing Office, after approval of the evaluation committee’s written award recommendation/s, will notify all bidders of the results of the RFP evaluation by
publishing a solicitation award notice on the State ‘VSS’ web site, and/or via email. Either such Notice shall constitute the State’s “Notice of Intent to Make an Award” and will name the successful bidder/s.

L. CONTRACTING PROCESS: The contents of the successful bidder’s proposal (including the services of any specific persons identified in the proposal) will become contractual obligations if acquisition action ensues. A State contract must be finalized and signed by both parties on a timely basis. The State may elect to cancel its original “Notice of Intent to Make an Award”, and may award to the next most responsive bidder, if in the State’s judgment:

- the successful bidder fails to accept the obligations in its proposal in a State contract, or
- the parties are otherwise unable to enter into a contract on a timely basis.

In accordance with CRS 24-103.5-101 et seq, each Personal Services contract with a value of over $100,000 shall contain:

- Performance measures and standards developed specifically for the contract by the governmental body administering the contract. The performance measures and standards shall be negotiated by the governmental body and the vendor prior to execution of the contract and shall be incorporated into the contract. The measures and standards shall be used by the governmental body to evaluate the performance of the governmental body and the vendor under the contract;

- An accountability section that requires the vendor to report regularly on achievement of the performance measures and standards specified in the contract and that allows the governmental body to withhold payment until successful completion of all or part of the contract and the achievement of established performance standards. The accountability section shall include a requirement that payment by the governmental body to the vendor shall be made without delay upon successful completion of all or any part of the contract in accordance with the payment schedule specified in the contract or as otherwise agreed upon by the parties;

- Monitoring requirements that specify how the governmental body and the vendor will evaluate each others' performance, including progress reports, site visits, inspections, and reviews of performance data. The governmental body shall use one or more monitoring processes to ensure that the results, objectives, and obligations of the contract are met; and

- Methods and mechanisms to resolve any situation in which the governmental body's monitoring assessment determines noncompliance, including termination of the contract.

M. STATE CONTRACT PROVISIONS: The State of Colorado will incorporate its Special Provisions (Attachment “E”) into any State contract resulting from this RFP. Said contract provisions are expressly included in the terms and conditions of this solicitation.

N. NON-COLORADO CONTRACTORS: Non-Colorado based entities, including but not limited to corporations, LLCs, partnerships, and persons doing business under another name, must be registered with the Colorado Secretary of State in order to enter into a contract with the State. The Contractor will certify that, if a foreign (non-Colorado) corporation or entity, it currently has a Certificate of Authority to do business in Colorado issued by the Colorado Secretary of State designating a registered agent in Colorado to accept service of process.

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

P. STATE OWNERSHIP OF CONTRACT PRODUCTS/SERVICES: All products and/or services produced as a result of any contract arising from this RFP will be the sole property of the State of Colorado, except as may otherwise be specified in the bidder’s proposal and accepted by the State.

Q. INCURRING COSTS: The State of Colorado is not liable for any cost incurred by the bidder prior to
issuance of a legally executed contract, purchase order or other authorized acquisition document. No property interest, of any nature, shall occur until a contract is finalized and signed by all concerned parties.

R. MINORITY-OWNED/WOMAN-OWNED BUSINESS ENTERPRISE PARTICIPATION: It is the State’s intent to achieve the goals of the Governor’s Executive Orders D0055-87 and D0005-94 regarding minority-owned/woman-owned businesses. Such vendors are highly encouraged to submit a proposal; however, there is no award preference per se at this time.

S. SERVICE-DISABLED VETERAN OWNED SMALL BUSINESSES: HB14-1224/CRS 24-103-211 sets a Service-Disabled Veteran Owned Small Business (SDVOSB) goal of at least 3% of all contracts by dollar value be awarded to SDVOSBs who must be incorporated or organized in Colorado or they must maintain a place of business or have an office in Colorado and who are officially registered and verified as a SDVOSB by the Center for Veteran Enterprise within the U.S. Department of Veterans Affairs. (www.vip.vetbiz.gov). In accordance with DPA guidance, in the event that two or more comparable proposals are received, preference may be given to a proposal from a qualifying, responsive, responsible SDVOSB bidder. The bidder must claim and substantiate the subject preference in the proposal.

T. ACCEPTANCE/REJECTION OF PROPOSALS: The State of Colorado reserves the right to reject any or all proposals, and to waive minor formalities and/or irregularities in the proposals received, and to accept any portion of a proposal or its entirety, if deemed to be in the best interest of the State of Colorado.

U. PARENT COMPANY: If a bidder 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. The tax identification number provided must be that of the bidder responding to the RFP.

V. NEWS RELEASES: News releases pertaining to award of this RFP prior to execution of the State contract are prohibited without prior written approval by the State.

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

X. NON-COLLUSION: The bidder affirms, by signing the RFP Cover Page Document, that its proposed prices and terms have been arrived at independently without collusion, consultation, or communication with any other bidder or competitor; and that said proposed prices and terms were not disclosed by the bidder and were not knowingly discussed prior to the proposal submission, directly or indirectly, with any other bidder or to any competitor; and no attempt was made by the bidder to influence any other person, partnership, or corporation for the purpose of restricting competition.

Y. INSURANCE:

1. Following are the standard insurance requirements of the State of Colorado. Bidders able to provide certification of compliance with the following insurance requirements, and who agree to maintain such coverage at all times during the term of the purchase order or contract, shall be considered to be acceptable with regard to insurance coverage for the purposes of this solicitation. Bidders with lesser amounts of insurance coverage may or may not be considered to be eligible for award of this solicitation, depending upon a number of factors, including potential risk to the State and competitive considerations.

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

   (b) **Commercial General Liability Insurance** written on ISO occurrence form GC 0001 10/93 or equivalent, covering premises operations, fire damage, independent contractors,
products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

(1) $1,000,000 each occurrence;
(2) $1,000,000 general aggregate;
(3) $1,000,000 products and completed operations aggregate; and
(4) $50,000 any one fire

If any aggregate limit is reduced below $1,000,000 because of claims made or paid, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the State a certificate or other document satisfactory to the State showing compliance with this provision.

(c) 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.

(d) Professional Liability Insurance (if applicable) with minimum limits of liability of not less than $1,000,000.

2. The State of Colorado shall be named as an 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, CGT 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the State of Colorado.

3. The insurance shall include a provision preventing cancellation or non-renewal without at least 30 days prior notice to the State by certified mail.

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

5. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to the State.

6. The contractor shall provide certificates showing insurance coverage required by this contract to the State 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 contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the State may request in writing, and the contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.

7. Notwithstanding subsection A of this section, if the contractor is a “public entity” within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended (“Act”), the contractor 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 State, the contractor shall show proof of such insurance satisfactory to the State.
Z. HIPAA BUSINESS ASSOCIATE PLACEHOLDER PROVISION:

1. Contractor may receive or create certain health or medical information ("Protected Health Information" or "PHI," as defined below) in connection with the performance of this Contract. This PHI is subject to protection under state and federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations, as amended, promulgated therein by the U.S. Department of Health and Human Services (the "Regulations"). Unless otherwise defined herein, all capitalized terms shall have the meaning given to them under HIPAA and its implementing Regulations, as may be amended from time-to-time.

2. The State may be a "Covered Entity" under the Regulations, and Contractor's receipt or creation of PHI from or on behalf of the State in connection with this Contract means that Contractor may be a "Business Associate" of the State under the Regulations. Contractor represents and warrants that it has in place policies and procedures that will adequately safeguard any PHI it receives or creates, and Contractor specifically agrees, on behalf of its subcontractors and agents, to safeguard and protect the confidentiality of PHI consistent with applicable law, including currently effective provisions of HIPAA and the Regulations.

3. The parties acknowledge that state and federal laws relating to electronic data security and privacy for PHI are rapidly evolving and that modification of this Contract may be required to provide for procedures to insure compliance with such developments. Contractor specifically agrees that such compliance is within the scope of this contract and is a cost of doing Contractor's business. The parties specifically agree that they will take such action as is necessary to implement the requirements of HIPAA, the Regulations, and other applicable laws relating to the security or confidentiality of PHI by any compliance date that may be established therein. The parties understand and agree that the State must receive satisfactory written assurance from Contractor that it will adequately safeguard all PHI that it receives from the State or that it creates or receives on behalf of the State. Upon the State's written request, Contractor agrees promptly to enter into negotiations with the State concerning the terms of an addendum to this contract embodying written assurances consistent with the requirements of HIPAA and the Regulations.

4. Notwithstanding any other provision of this Contract, the State may, in its sole discretion, terminate this Contract upon thirty (30) days' notice in the event: (a) Contractor does not promptly enter into negotiations to modify this Contract when requested by the State; or (b) Contractor does not execute and deliver to the State an addendum to this Contract providing assurances and other covenants regarding the safeguarding of PHI that the State, in its sole judgment, deems reasonably necessary or appropriate to meet the requirements and standards of HIPAA and the Regulations ("HIPAA Addendum").

5. In the event the parties cannot agree on the terms of the required HIPAA Addendum within a reasonable period, but in any event not less than ninety (90) days prior to the applicable compliance dates, the State reserves the right, in lieu of terminating the Contract, to unilaterally change this Contract to include such reasonable HIPAA Addendum terms and conditions as are acceptable to the State. Contractor agrees that such unilateral change will not invalidate this Contract, and that Contractor shall not be entitled to any additional compensation from the State in order to comply with applicable provisions of HIPAA, the Regulations, or any HIPAA Addendum.

6. Notwithstanding any other provision of this Contract, the State may immediately terminate this Contract in the event: (a) Contractor, or any of its subcontractors or agents, uses or discloses PHI in a manner that is not authorized by the State or by applicable law; (b) Contractor breaches any of the provisions of this section; or (c) Contractor or any of its subcontractors or agents engages in any other act or omission that is contrary to the obligations of a Business Associate or Covered Entity under any currently effective applicable provision of HIPAA or the Regulations, or that otherwise prevents either party from meeting the requirements of HIPAA, the HIPAA Regulations or
other applicable law concerning the security or confidentiality of PHI.

7. Upon termination of this Contract for any reason, Contractor shall return or destroy all PHI received from the State (or created or received by Contractor on behalf of the State) that Contractor still maintains in any form and shall retain no copies of such PHI. If return or destruction is not feasible, Contractor shall notify the State, continue to extend the protections of this agreement and applicable law to such information and limit further use of such PHI to those purposes that make the return or destruction of PHI infeasible.

8. For purposes of this section, “Protected Health Information” means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

9. This section shall be interpreted in a manner consistent with HIPAA, the Regulations and other state or federal laws applicable to PHI. Nothing in this section is intended to create any third party rights or third party beneficiary status. In the event of any conflict or inconsistency between the terms and conditions of this section on HIPAA Compliance and any other provision of this Contract (with the exception of the Colorado Special Provisions), the terms and conditions of this section shall control.

AA. INDEPENDENT CONTRACTORS/PERA RETIREES

1. Independent Contractor Status: In the event a contractor is a sole proprietor or the ‘legal-entity equivalent thereof’, it must affirm its independent contractor status prior to work commencing. Regardless of dollar amount, the contractor will be required to sign and provide to the State the Exhibit IC - Independent Contractor Status (RFP Attachment F). The form must be included as an attachment to the contract or purchase order, whichever is executed for the services.

2. Independent Contractors/workers Receiving PERA Benefits: The 2010 Colorado General Assembly changed the terms governing employment of those persons who are actively receiving retirement benefits from the Colorado Public Employees Retirement Association (PERA). One of the most important of these changes is the imposition of PERA contributions on all retirees working after retirement for a PERA employer. For a full explanation of the changes which may apply to you, and the new PERA contribution and reporting obligations for PERA retired workers, consult PERA. PERA has published a handbook, Working After Retirement, which is available from PERA, and can also be found on the PERA website, www.copera.org.

3. PERA Reporting Form: In order to comply with the above obligations, the Colorado Department of Corrections now requires PERA retired employees who are working and/or providing services to a PERA entity such as the CDOC to complete PERA’s Disclosure of Compensation form on a monthly basis, for reporting compensation earned from January 1, 2011, forward. The contractor(s) shall complete the form monthly, and submit the original to the CDOC Contracts Unit, PO Box 1010, Canon City, CO 81215. A separate form shall be completed for each PERA covered entity or agency for which the contractor provides services, including the CDOC. Effective January 1, 2011, PERA will offset the retiree’s retirement benefit to collect the working retiree contributions.