

*Colorado Department of
Health Care Policy and Financing*



SOLICITATION #:
HCPFIFBLL13CONPRAGRMT

HEALTH CARE FACILITATION, CONSULTING &
COMMUNICATION PRICE AGREEMENT

Appendix A
Administrative Information

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SECTION 1.0 OFFICIAL MEANS OF COMMUNICATION

1.1. SOLICITATION PUBLICATION AND COMMUNICATIONS

The solicitation is issued for the State of Colorado by the Department of Health Care Policy and Financing (Department) and is posted on the Colorado Bid Information and Distribution System (BIDS) Web site at www.gssa.state.co.us/VenSols.

Offerors must be registered at the Colorado BIDS Web site in order to download solicitation documents and information.

During the solicitation process, all official communication with Offerors will be via notices on the Colorado BIDS Web site. Notices may include modifications, addenda, responses to inquiries and the announcement of the apparent winning Offeror. It is the Offeror's responsibility to periodically check the Colorado BIDS Web site for notices, changes, additional documents or amendments that pertain to this solicitation.

1.2. SOLE POINT OF CONTACT

The Department's sole point of contact and proposal delivery address for this solicitation is:

Lauren Lockard
Department of Health Care Policy and Financing
Purchasing and Contracting Services Section
1570 Grant Street
Denver, CO 80203-1818
Phone: (303) 866-3545
Email: RFPQuestions@hcpf.state.co.us

SECTION 2.0 SCHEDULE OF ACTIVITIES

The following table summarizes the schedule of key activities for this solicitation:

ACTIVITY	DATE ¹
Written Inquiry Deadline	6/10/2013 11:00 a.m. Mountain Time
Proposal Submission Deadline and Public Proposal Opening	6/19/2013 3:00 p.m. Mountain Time
Vendor Selection (Estimated)	7/10/2013
NOTE: The Department reserves the right to revise the dates in this schedule. If revisions are made prior to the Proposal Submission Deadline, changes will be made via a modification to the solicitation posted on the Colorado BIDS Web site.	

2.1. INQUIRIES

Prospective Offerors' inquiries must be received by the Department by the Written Inquiry Deadline.

Prospective Offerors must submit all inquiries by electronic mail (e-mail) to RFPQuestions@hcpf.state.co.us . The e-mail should include the following:

- The solicitation number and title listed in the e-mail subject line.
- The solicitation numbering associated with the text in the solicitation on which the inquiry is based followed by the prospective Offerors' question(s) pertaining to that text in the solicitation.

Inquiries received by the Department by the Written Inquiry Deadline will be responded to by the Department via a posting on the Colorado BIDS Web site. Inquiries received after the Written Inquiry Deadline may not be included in the Department's response.

2.2. PROPOSAL SUBMISSION DEADLINE

Proposals must be received on or before the Proposal Submission Deadline.

It is the responsibility of the Offeror to ensure that the Department receives Offeror's complete proposal package on or before the Proposal Submission Deadline regardless of delivery method used.

Offerors mailing a proposal package should allow ample time to ensure timely receipt.

Proposals received after the Proposal Submission Deadline will not be considered.

2.3. PUBLIC PROPOSAL OPENING

The Department will conduct a public opening of all proposal packages received by the Proposal Submission Deadline.

The public proposal opening will disclose the names of all Offerors who have submitted a proposal package that was received by the Proposal Submission Deadline. If the proposal package was submitted in response to an Invitation for Bids, the public proposal opening will also disclose the proposed price from each Offeror.

Information on costs and qualifications will be available from the Department following issuance of a "Notice of Intent to Make an Award" announcement.

SECTION 3.0 GENERAL CONSIDERATIONS

3.1. OFFEROR REGISTRATION

Offerors must be registered on BIDS by the Proposal Submission Deadline date and time to be considered responsive at the time of Proposal Submission Deadline.

Offerors may register with the Colorado BIDS Web site at <https://www.bidscolorado.com>.

3.2. DISCLAIMER ON INFORMATION IN SOLICITATION

All statistical and fiscal information contained within this solicitation and its appendices, and any amendments and modifications thereto, reflect the best and most accurate information available to the Department at the time of solicitation preparation. No inaccuracies in such data shall constitute a basis for legal recovery of damages or protests, either real or punitive, except to the extent that any such inaccuracy was a result of the intentional misrepresentation by the Department.

3.3. SOLICITATION CANCELLATION

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

3.4. PROPOSAL AND PRE-CONTRACT COSTS

The Department is not liable for any costs incurred by Offerors prior to issuance of a legally executed contract or procurement document. No property interest of any nature shall occur until a contract is awarded and signed by all concerned parties.

3.5. PROPOSAL REJECTION

The Department reserves the right to reject any or all proposals, to waive informalities and minor irregularities in proposals received, and to accept any portion of a proposal or all items proposed if deemed in the best interest of the State.

3.6. SOLICITATION COMPLIANCE

Failure of a proposal to comply with the requirements of the solicitation may result in the proposal being disqualified as a non-responsive proposal. Such disqualification may occur at any point following the public opening of proposals.

3.7. OFFEROR IDENTIFICATION

The tax identification number provided must be that of the Offeror responding to the solicitation. The Offeror must be a legal entity with the legal right to contract.

3.8. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- 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.
- 2) The person signing the “State of Colorado, Department of Health Care Policy and Financing, Signature Page” certifies that:
- (a) She/he is the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein and that she/he has not participated, and will not participate, in any action contrary to Section 3.8 1(a) through 1(c); or
 - (b) She/he is not the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein but that she/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 Section 3.8 1(a) through 1(c), and as their agent does hereby so certify; and she/he has not participated, and will not participate, in any action contrary to Section 3.8 1(a) through 1(c).
- 3) A proposal will not be considered for award where Section 3.8 1(a), 1(c), 2(a) or 2(b) has been deleted or modified. Where Section 3.8 1(b) 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 her/his designee, determines that such disclosure was not made for the purpose of restricting competition.

3.9. CONFLICTS OF INTEREST

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

- 1) Proof beyond a reasonable doubt of commission of any act enumerated in this section is proof that the actor has breached his fiduciary duty.
- 2) A public officer or a state employee shall not:
 - (a) Engage in a substantial financial transaction for her/his private business purposes with a person whom she/he inspects, regulates, or supervises in the course of his official duties;
 - (b) Assist any person for a fee or other compensation in obtaining any contract, claim, license, or other economic benefit from her/his agency;
 - (c) Assist any person for a contingent fee in obtaining any contract, claim, license, or other economic benefit from any state agency; or

- (d) Perform an official act directly and substantially affecting its economic benefit a business or other undertaking in which she/he either has a substantial financial interest or is engaged as counsel, consultant, representative, or agent.
 - (e) Serve on the Board of any entity without disclosure to the entity, the Secretary of State, and his/her employer.
- 3) A head of a principal department or a member of a quasi-judicial or rule-making agency may perform an official act notwithstanding paragraph (d) of subsection (2) of this section if her/his participation is necessary to the administration of a statute and if she/he complies with the voluntary disclosure procedures under C.R.S. § 24-18-110.
 - 4) Paragraph (c) of subsection (2) of this section does not apply to a member of a board, commission, council, or committee if she/he complies with the voluntary disclosure procedures under C.R.S. § 24-18-110 and if she/he is not a full-time state employee. Reference C.R.S. § 24-18-108, as amended.

3.10. DEBARMENT AND SUSPENSION

By submitting a proposal in response to this solicitation, the Offeror certifies to the best of its knowledge and belief that it, its principals and proposed Subcontractors:

- 1) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions.
- 2) Have not within a three-year period preceding the proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 3) Are not presently under investigation for, indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in bulleted item 2 stated previously; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

If the Offeror is unable to certify to any of the statements in this certification, provide an explanation included as an attachment to the proposal. This explanation is exempt from page limitations, if any. The inability of the Offeror to provide the certification will not necessarily result in disqualification of the Offeror. The explanation will be considered in connection with the Department's determination whether to award a contract to an Offeror.

3.11. CONTRACT PERFORMANCE DISCLOSURE

The proposal shall fully disclose any serious negative contract problems, for the Offeror, its principal, and affiliates, for contracts or potential contracts in the last seven (7) years, including:

- 1) Any investigative or audit or similar findings or charges of fraud, malfeasance, anti-trust violation, civil violation, criminal activity or fine including those agreed to by settlement.
- 2) Any formal notices to cure or formal audit findings concerning contractor deficiencies in a contract with a local, state or federal government agency.
- 3) Detailed information on all lawsuits for issues pertaining to contract performance, payments, or other obligations under an agreement with a local, state or federal agency and the outcome of the lawsuit or settlement.

3.12. TAXES

The State of Colorado, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code (Registration No. 84-730123K) and from all state and local government use taxes (C.R.S. § 39-26-704). The Colorado State and Local Sales Tax Exemption Number is 98-01159-0000. Seller is hereby notified that when materials are purchased in certain political sub-divisions (for example in the City of Denver) the seller may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado. This sales tax will not be reimbursed by the State.

3.13. PROPOSAL PRICES

Estimated proposal prices are not acceptable. For Request for Proposals solicitations, best and final offers may be requested and considered, at the Department's option, in the evaluation process.

SECTION 4.0 PROPOSALS

4.1. GENERAL INSTRUCTIONS

Proposals will be accepted only for the entire Statement of Work as described within the solicitation.

Failure to meet all requirements or respond to all requests for information may result in the disqualification of the Offeror. The Department reserves the right to reject any and all proposals for non-compliance.

4.2. RESPONSE FORMAT

Offeror shall adhere to the format prescribed and content required for proposal responses.

Offerors are encouraged to submit paper copies of proposals on recycled, non-glossy 8 ½ by 11-inch paper with printing on one side only. While the appearance of proposals is important and professionalism in proposal presentation should not be neglected, the use of non-recycled or non-recyclable or glossy materials is discouraged.

Offeror's proposal response shall:

- 1) Provide Offeror's full and complete response to Exhibit E.

- 2) Be succinct, self-explanatory and well organized so that the Evaluation Committee can understand how Offeror will fulfill the requirements of this solicitation. There is no page limit for proposal responses as a whole; however, Appendix E has a word limit of 200 words per category of service for organization experience. The Department does not encourage excessive responses and does not desire unnecessary tables, graphs, photographs or attachments.
- 3) Include additional information, if requested, as attachments to the proposal.

4.3. PROPOSAL PACKAGE

The complete proposal package shall consist of the following, in the order stated:

- 1) Transmittal Letter

The Transmittal Letter shall comply with or address each of the following:

- Is submitted on Offeror's official business letterhead.
- Is signed by an individual who is authorized to commit the Offeror to the services, compliance with requirements and prices stated in the Offeror's proposal, for the initial contract year and any additional time required to finish the work subject to additional funding.
- Positively states the Offeror's willingness to comply with all work requirements, general concept requirements and other terms and conditions specified in this solicitation without exception, deletion, qualification or contingency.
- Includes a statement that the submitted proposal shall remain a firm offer until June 30, 2014.
- Indicates the Offeror's form of business organization (i.e., partnership, non-profit corporation, Colorado corporation, non-Colorado corporation, etc.).

Note: Non-Colorado corporations must register with the Colorado Secretary of State as a foreign corporation to conduct business in Colorado and appoint a resident agent to accept service of process to conduct business in Colorado. Any foreign corporation, a limited liability company, limited liability partnership or limited liability limited partnership must affirm that it currently has a Certificate of Good Standing or Certificate of Existence to do business in Colorado. Proof of such certification shall be provided upon request by the Department.

- Discloses all current or pending bids and contracts Offeror has with the State of Colorado.
- Identifies any attachments to be submitted in response to:
 - Conflicts of Interest (see Section 3.9 of this document)
 - Debarment and Suspension (see Section 3.10 of this document)

- Contract Performance Disclosure (see Section 3.11 of this document)
 - Contract Terms and Conditions (see Section 5.5 of this document)
 - Identifies the name, title, address, phone number and e-mail address for a key contact within Offeror's organization regarding the proposal.
- 2) Signature Page
- The State of Colorado Department of Health Care Policy and Financing Signature Page (Appendix B) MUST be completed and signed in ink, preferably in blue ink, 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 variance with this requirement may not be accepted.
- Appendix B is designed so that Offeror can type the information required at the bottom of the page, except for the signature, after downloading the attachment.
- 3) W-9
- A completed W-9 (Appendix C) must be attached.
- 4) Appendix E.
- 5) Attachments specified as required within the solicitation such as resume(s) of Key Personnel. Additional attachments that are not required within the solicitation will not be evaluated and will not be seen by Department staff.
- 6) Additional attachments, only if applicable.

Based on Offeror's determination, additional attachments may be required in response to:

- Conflicts of Interest (see Section 3.9 of this document)
- Debarment and Suspension (see Section 3.10 of this document)
- Contract Performance Disclosure (see Section 3.11 of this document)
- Exceptions or Additions to Contract Terms and Conditions (see Section 5.5 of this document)

Please note that additional attachments, other than Appendix E and resumes, will not be made available to Department staff when selecting a vendor. Please do not send marketing materials in addition to those requested.

4.4. PROPOSAL COPIES

Submit one (1) original paper copy of the complete proposal package. The original paper copy should include original signatures on all pages requiring signatures.

In addition to the one (1) hard copy, submit one (1) compact discs (CDs) in searchable pdf format.

4.5. PROPOSAL SUBMISSION

The complete proposal package, including the original hard copy and compact discs, should be received at the address for the Department's sole point of contact (see Section 1.2) by the Proposal Submission Deadline.

Proposals must be submitted in a sealed package showing the following information clearly on the outside of the package:

- 1) Offeror's Name
- 2) Solicitation Number and Title
- 3) Proposal Submission Deadline

4.6. PROPOSAL SUBMISSION ADDRESS

The complete proposal package should be delivered or sent to the address for the Department's sole point of contact (see Section 1.2).

4.7. PROCEDURE FOR SUBMISSION OF CONFIDENTIAL / PROPRIETARY INFORMATION

Any restrictions on the use or inspection of material contained within the proposal shall be requested prior to the submission of the proposal itself. Requests for confidentiality shall be submitted in writing via e-mail to Cindy Ward, Purchasing and Contracting Services Section Manager, by the Offeror *prior to* the proposal submission date. The Offeror must state specifically which materials it is requesting to be considered confidential/proprietary with an explanation or the reasons that the materials are considered confidential/proprietary under the Colorado Open Records Act, C.R.S. Title 24, Article 72, Part 2, as amended.

Requests for confidentiality should be submitted to:

Cindy Ward, Purchasing and Contracting Services Section Manager
Department of Health Care Policy and Financing
Purchasing and Contracting Services Section
1570 Grant Street
Denver, CO 80203-1818
Cindy.Ward@state.co.us

The Offeror will be informed in writing as to those portions of the request that will be honored as confidential/proprietary and those that will not.

For those materials that will be honored as confidential/proprietary, the information must be clearly identified or marked and shall be submitted completely segregated from the rest of the proposal in a separate package. Co-mingling of confidential/proprietary and other information is NOT acceptable.

Neither a proposal in its entirety nor the proposal price information will be granted confidential/proprietary status. Any information that will be included in any contract resulting from the solicitation cannot be considered confidential.

After award, the offers shall be open to public inspection pursuant to the Colorado Open Records Act, subject to any continued prohibition on the disclosure of confidential data.

4.8. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the Offeror prior to the established proposal submission deadline and time.

4.9. BINDING OFFER

A proposal submitted in response to this solicitation shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the signature of the authorized officer or agent of Offeror on the State of Colorado Department of Health Care Policy and Financing Signature Page (Appendix B).

4.10. PROPOSAL MATERIALS OWNERSHIP

All products and materials submitted in response to this solicitation become the property of the State of Colorado at the established opening date and time, unless otherwise noted in the solicitation.

Proposals may be reviewed by any person after the "Notice of Intent to Make an Award" announcement has been issued, subject to the terms of C.R.S. Title 24, Article 72, Part 2, as amended.

SECTION 5.0 AWARD AND CONTRACT

5.1. PROTESTED SOLICITATIONS AND AWARDS

Any actual or prospective Offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may submit a protest. The protest shall be submitted in writing or via e-mail within seven (7) working days after such aggrieved person knows, or should have known, of the facts giving rise thereto. (Reference: C.R.S. Title 24, Article 109)

The protest should be submitted to:

Cindy Ward, Purchasing and Contracting Services Section Manager
Department of Health Care Policy and Financing
Purchasing and Contracting Services Section
1570 Grant Street
Denver, CO 80203-1818
Cindy.Ward@state.co.us

5.2. PROPOSAL CONTENT ACCEPTANCE

The contents of the proposal of the successful Offeror, including persons specified to implement the project, will become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contracting instrument may result in

cancellation of the award and such Offeror may be removed from consideration for future solicitations.

A contract will be offered to the successful Offeror and, upon successful completion of negotiations, will be signed by both parties.

Should the contract not be completed and agreed to by both parties within 45 calendar days following the issuance of the "Notice of Intent to Make an Award" announcement through no fault of the Department's, the Department, at its sole discretion, may elect to cancel the existing award announcement and make an award to the next most advantageous Offeror.

5.3. CONTRACT TERMS AND CONDITIONS

The contracting document resulting from this solicitation will be substantially similar to the draft contracting document included with this solicitation as Appendix D. The Provisions 1 through 21, Special Provisions and the Health Insurance Portability and Accountability Act Business Associate Addendum of the Draft Contract shall not be negotiable.

By submitting a proposal, the Offeror affirms its willingness to enter into a contracting document containing substantially similar terms and conditions to the draft contract and the requirements of the solicitation without exception, deletion, qualification or contingency.

If the Offeror is not willing to accept all terms and conditions, the Offeror should provide a statement of explanation and a listing of all exceptions the Offeror requires. Requests for exceptions or additions to the standard terms and conditions must be submitted as a separate attachment to the proposal. The request must include a listing of all additions or exceptions, an explanation of why the addition or exception is being sought and what specific effect it will have on the Offeror's ability to perform the requirements of the solicitation.

The Department will not accept any proposals that are conditional on acceptance of modified terms and conditions.

Prior to the execution of a contract with the Department, the successful Offeror must provide documentation that contract signing authority is vested in the individual signing the contract.

5.4. NEWS RELEASES

News releases pertaining to this solicitation or intent to award shall NOT be made prior to execution of the contract or without prior written approval by the Department.

5.5. CONTRACT TERM

The anticipated term of any contract resulting from this solicitation will end on June 30, 2014. Projects initiated in State Fiscal Year 2013 may extend past June 30, 2014 subject to additional funds being appropriated, budgeted and otherwise made available, and other contractual requirements, if applicable, being satisfied. The funding for work in State Fiscal Year 2015 has not been appropriated.

The Contract is subject to and contingent upon the continuing availability of Federal and State funds for the purpose hereof. The Offeror recognizes that it is to be paid, reimbursed or otherwise compensated with Federal and State funds provided to the Department for the purposes of contracting for the services provided herein. The Offeror expressly understands and

agrees that all its rights, demands and claims to compensation arising under the Contract are contingent upon receipt of such funds by the Department. In the event that the Department does not receive such funds or any part thereof, the Department may immediately terminate the Contract without liability, including liability for termination cost.