

STATE OF COLORADO

John W. Hickenlooper, Governor
Karin McGowan
Interim Executive Director

Dedicated to protecting and improving the health and environment of the people of Colorado

4300 Cherry Creek Dr. S. Laboratory Services Division
Denver, Colorado 80246-1530 8100 Lowry Blvd.
Phone (303) 692-2000 Denver, Colorado 80230-6928
Located in Glendale, Colorado (303) 692-3090

<http://www.cdphe.state.co.us>



Colorado Department
of Public Health
and Environment

Request for Applications (RFA)

**STI/HIV/Viral Hepatitis Branch
Disease Control and Environmental Epidemiology Division**

**Sponsorship Services for Clients Experiencing
Critical Events related to HIV Risk and Living with HIV**

RFA #2443

Table of Contents

I. BACKGROUND AND OVERVIEW.....	3
A. BACKGROUND	3
B. DEFINITION OF TERMS.....	4
C. ELIGIBILITY	4
II. PROJECT BUDGET, TIMELINE AND LIFE OF PROJECT	5
A. PROJECT BUDGET	5
B. AWARD PERIOD (LIFE OF PROJECT).....	5
C. PROJECT TIMELINE	5
D. QUESTIONS ON THE RFA.....	5
III. GOALS AND PURPOSE.....	6
IV. HOW TO APPLY	6
A. REQUIREMENTS DOCUMENTATION	7
B. ADHERENCE TO STANDARDS	8
C. EVALUATION	8
B. PROJECT DESCRIPTION	8
C. WORK PLAN	9
D. BUDGET.....	10
E. PAGE FORMATTING INSTRUCTIONS	10
V. SUBMISSION INSTRUCTIONS:	11
A. HARDCOPY APPLICATIONS	11
VI. APPLICATION TECHNICAL ASSISTANCE	12
A. INQUIRIES	12
VII.SCHEDULE OF ACTIVITIES:.....	12
VIII. SELECTION AND EVALUATION:.....	13
A. EVALUATION FACTORS:	13
B. POST-AWARD PROCESS:.....	16
C. ATTACHMENTS.....	17
IX. TEMPLATES AND RESOURCES.....	17
A. TEMPLATES AND FORMS.....	17
B. PROGRAM RESOURCES/WEBSITES	17
X. ADMINISTRATIVE INFORMATION:	17
BY SUBMISSION OF AN APPLICATION, THE APPLICANT AGREES AS FOLLOWS:	17
XI. APPENDICES.....	24
A. APPENDIX A: GLOSSARY	24

I. BACKGROUND AND OVERVIEW

A. Background

The purpose of this Colorado Department of Public Health and Environment (CDPHE) Request for Applications (RFA) is to solicit responses for agencies that will provide sponsorship of clients in the Critical Events (CE) System.

In October 2014, CDPHE published the Colorado HIV/AIDS Strategy (COHAS). This document was the culmination of a process that involved extensive consultation with content experts and stakeholder involvement. COHAS guides the investments being made by CDPHE to minimize the impact and spread of HIV in the state.¹ COHAS highly prioritizes two evidence-based strategies for enhancing quality of life and preventing HIV transmission: 1) supporting people living with HIV or AIDS to achieve HIV viral suppression;² and 2) utilizing pre-exposure prophylaxis (PrEP) and other biomedical strategies to protect uninfected people who are at highest risk of becoming infected with HIV.³ COHAS further emphasizes that some individuals have complicated life situations that pose barriers to achieving viral suppression or accessing biomedical interventions. Overcoming these barriers will require significant assistance.

To address this situation, CDPHE has implemented a “critical events assistance system” which involves a combination of intensive one-on-one support and financial assistance for eligible clients. There are two subprograms that constitute the Critical Events System: 1) the Critical Events for HIV-Positive Clients (CEHPC) system for people living with HIV or AIDS and 2) the Critical Events for HIV-Negative Clients (CEHNC) system for people who are HIV-negative but at extremely high risk of becoming infected with HIV is still in development. Applicants will be invited, but not required, to expand into CE for negatives when it becomes available. Determining eligibility for either subprogram is the sole responsibility of CDPHE staff.

The funding for financial assistance will be awarded through a separate RFA, being released at the same time as this RFA, and is not included in the scope of this RFA. The successful bidders for this RFA will be expected to collaborate with the Contractor responsible for administering the financial assistance funding, as evidenced by a written memorandum of understanding executed on or before June 30, 2016.

The one-on-one support services, hereafter referred to as “client sponsorship services,” are critical to the success of the CE System. The primary responsibilities of a client sponsor are:

1. identifying potentially eligible sponsees
2. assisting potential sponsees in being deemed eligible for CE assistance by CDPHE
3. facilitating successful completion of a CE plan
4. monitoring and promoting sponsee access to needed services
5. transitioning sponsees whose CE assistance has come to an end, and
6. generally ensuring adherence to CE system rules and requirements.

¹ COHAS is available online at https://www.colorado.gov/pacific/sites/default/files/DC_STI-HIV_Prev_Colorado-HIV-AIDS-Strategy_11-14_1.pdf

² Cohen MS, Chen YQ, McCauley M, et al. Prevention of HIV-1 infection with early antiretroviral therapy. *N Engl J Med* 2011;365:493-505.

³ Okwundu CI, Uthman OA, Okoromah CA. Antiretroviral pre-exposure prophylaxis (PrEP) for preventing HIV in high-risk individuals. *Cochrane Database Syst Rev*. 2012 Jul 11;7:CD007189.

To qualify as a sponsor, an individual must complete the required CE sponsor training provided by CDPHE and commit to maintaining familiarity with the rules and procedures of the CE system. This individual must sign a Sponsor Agreement, which is included as Attachment G. If a sponsor is deemed by CDPHE to have violated the sponsor agreement, they are ineligible for funding under this RFA.

B. Definition of Terms

AA	African American
ADAP	AIDS Drug Assistance Program
ARIES	AIDS Regional Information and Evaluation System
ART	Anti Retroviral Treatment
CBOH	Colorado Board of Health
CDC	Centers for Disease Control and Prevention
CDPHE	Colorado Department of Public Health and Environment
CE	Critical Events, which are life situations faced by clients that interfere with their ability to achieve HIV viral suppression or access biomedical interventions that prevent becoming HIV infected.
CEHPC	Critical Events for HIV-Positive Clients
CEHNC	Critical Events for HIV-Negative Clients
CHAPP	Colorado HIV and AIDS Prevention Program
CMS	Colorado Contract Monitoring System
COHAS	Colorado HIV AIDS Strategy
CRCS	Comprehensive Risk Counseling and Services
CCR	Code of Colorado Regulation
CRS	Colorado Revised Statutes
FRMS	Financial Risk Management Survey
FQHC	Federally Qualified Health Centers
HIV	Human Immunodeficiency Virus
IT	Information Technology
LTC	Linkage to Care
MSM	Men Who Have Sex With Men
PLWHA	People Living with HIV and AIDS
PMTCT	Prevention of Mother to Child HIV Transmission
PrEP	Pre-exposure Prophylaxis
PWID	People Who Inject Drugs
RFA	Request for Applications
SOW	Scope of Work
SSP	Syringe Service Programs
State	State of Colorado
STI	Sexually Transmitted Infection
VH	Viral Hepatitis

C. Eligibility

Consistent with regulation 6 CCR 1009-10, only the following types of non-profit organizations are eligible for funding under the Colorado HIV/AIDS Prevention Program, which is one of the primary funding sources for this RFA:

1. A non-profit organization governed by a board of directors;
2. A tax-exempt organization under section 501(c)(3) of the federal internal revenue code
3. A county, district, or multiple public health agency

NOTE: For-profit organizations are not eligible to apply. Consistent with CRS 25-4-1413 (3)a,

preference shall be given to grant applicants that have as one of their primary purposes HIV and AIDS prevention and education.

Applications must meet all criteria outlined in this RFA. Applicants that decline to meet one or more criteria, or do not demonstrate meeting all criteria, will not be considered for funding.

II. PROJECT BUDGET, TIMELINE AND LIFE OF PROJECT

A. Project Budget

Explanation of Funding/Statutory Basis, funding source(s), match requirement(s):

The funding sources for this project are the Colorado HIV/AIDS Prevention Program (CHAPP) and Supplemental Rebate Funding. The statutory basis for CHAPP funding is CRS 25-4-1413. Supplemental Rebate Funding is available due to the status of the Colorado AIDS Drug Assistance Program (ADAP) as a covered entity under section 340(b) of the Public Health Services Act and its further eligibility for supplemental rebates through the national ADAP Crisis Task Force and received as donations, as established in CRS 25-4-1411.

Financial obligations of the State payable after the current state fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting contract will become invalid, without penalty to the State of Colorado.

Payments to contractors will be made on a monthly basis for approved expenses incurred in the previous month. Project expenses must be submitted on a form provided by CDPHE. The State will not be liable for any cost incurred by the applicant prior to the issuance of a legally executed contract, task order, purchase order, or other procurement document. No property interest of any nature shall occur until a contract is awarded and signed by all parties concerned. Reimbursement shall not be made until the monthly progress report and process monitoring data for the invoice period has been received, reviewed and approved by CDPHE.

B. Award Period (Life of Project)

Consistent with regulation 6 CCR 1009-10, Section 1.5-E-7, the maximum duration of the awards arising from this project will be three (3) years.

This RFA may result in one or more multiple-year contracts with renewal periods not to exceed three years. The initial contract will be effective upon approval by the State Controller for the period July 1, 2016 through March 31, 2017. The contract may be renewed for up to two additional one-year periods, at the sole discretion of the State, contingent upon contractual requirements being satisfied and funds being appropriated, budgeted, and otherwise made available.

C. Project Timeline

The anticipated start date for executed contracts or purchase orders is July 1, 2016. This service must commence within 30 days of the contract effective date and must continue to be available through the contract expiration date of March 31, 2017. At the sole discretion of the State, CDPHE may modify the dates of the contract.

D. Questions on the RFA

Questions regarding this RFA should be submitted by email to Maria Jackson / maria.jackson@state.co.us. Details regarding the submission of questions, and the timing of responses, may be found in Section VI, Application Technical Assistance.

III. GOALS AND PURPOSE

The primary objective of this funding opportunity is to provide sponsorship services for clients that are eligible for CE Assistance.

- A. The role of the CE sponsor will be to provide support and assistance to clients through the entire CE assistance period, in accordance with the CE Standards of Care, which are included as Exhibit *.* of this RFA. These responsibilities include:
1. Assessing or confirming if a client is eligible for CE Assistance;
 2. Preparing a CE Nomination Form for initial approval by CDPHE staff;
 3. For sponsees living with HIV, verifying enrollment and current certification in Colorado ADAP;
 4. Assessing the client's needs. This may include immediate needs as well as comprehensive needs;
 5. Developing a CE Plan for the sponsee, which includes a full team of service providers and the active involvement of the sponsee. The CE Plan must follow the format developed by CDPHE (see **Attachment I**);
 6. Developing a budget to accompany the CE Plan;
 7. Delivering a signed copy of the CE Plan to the CE Coordinator at CDPHE;
 8. Responding to questions and requests to revise the CE Plan from the CE Coordinator at CDPHE;
 9. Implementing the CE Plan once it is approved by the CE Coordinator;
 10. Monitoring progress on the CE Plan;
 11. Facilitating collaboration among the various agencies assisting the CE sponsee, including the signing and renewal of releases of information;
 12. Arranging for payments to be made by the Administrative Contractor, consistent with the approved CE Plan budget;
 13. Updating the CE Plan as needed;
 14. Closing CE cases and transitioning sponsees to self-sufficiency;
 15. Proactively scheduling and conducting periodic "check-ins" as part of the sponsee's transition plan;
 16. Explaining and motivating CE sponsees to participate in the evaluation processes required by CDPHE;
 17. Utilizing the ARIES data system run by CDPHE to document and accomplish all of the above-listed activities, including:
 - a. opening a CE case,
 - b. entering the current CE Plan (including the associated CE Budget),
 - c. recording progress on the CE Plan,
 - d. scheduling payment requests,
 - e. updating the CE Plan, and
 - f. closing CE cases.
- B. The services delivered in conjunction with this award must be consistent with the CE Standards of Care, which are included as Attachment B.
- C. CDPHE expects that at least 10 percent of CE clients will successfully complete all three phases of the sponsorship process. A person is not considered a client until they complete Phase 1. The phases are defined as follows:
1. Phase One: Includes nomination and concludes with the acceptance of a CE Plan and Budget by the CE Coordinator at CDPHE.
 2. Phase Two:: Includes implementation of the CE Plan and Budget, and periodic revisions.
 3. Phase Three: Includes case closure and transition planning.

IV. HOW TO APPLY

Responses must be submitted as specified in this announcement. **NOTE: Applications that fail to follow ALL of the requirements may not be considered.**

RFA

A. Requirements Documentation

All applications must include the following in this order:

1. Request for Application Cover Sheet & Signature Page

A completed and signed form must be submitted with the response.

2. Application Executive Summary

Describe the intent of the proposed project/application. Clearly state how the project meets the goals and objectives of the grant program. State the purpose, key objectives, and expected outcomes of the project. This should not exceed one (1) page and is included in the page limit.

3. Pre-Award Risk Assessment Questionnaire

IMPORTANT: A risk rating will be assigned for all applicants. Local public health departments are not required to complete the form since they already have a risk rating assigned via the CDPHE Financial Risk Management Survey (FRMS). **This form must be completed and submitted by all other applicants.** The application will not be reviewed if the completed form is not included. The final application score will be impacted by risk determinations made by CDPHE based on information contained in the form.

The form is part of this announcement and included as **Attachment E**. This form is not included in the page limit

4. Summary of Experience/Qualifications

- a. Return **Attachment D**, "Disclosure and Documentation of Applicant Legal Organization" with your application. Note that for-profit organizations are not eligible for funding under this RFA. This form is not included in the page limit for Summary of Experience.
- b. Describe your organizational history providing services for communities that are disproportionately affected by HIV, including African Americans, Latinos, men who have sex with men (MSM), people who inject drugs (PWID), people with substance use disorders, people experiencing mental illness, people who are homeless or unstably housed, and people living in poverty. Relevant experience includes providing medical case management, nonmedical case management, Comprehensive Risk Counseling Services (CRCS), treatment for substance use disorders, mental health counseling, and other intensive one-on-one services for People Living with HIV/AIDS (PLWHA) or those at high risk of HIV.

5. Other Requirements

a. Location of Office

Describe where you would provide CE client sponsor services. Describe how this location (or locations) is warranted given the epidemiology of HIV in Colorado. How would you use other means to serve sponsees, such as telephone, email, and other other electronic means?

b. Personnel

- i. Identify personnel to be assigned to the project by name and position description.
- ii. Describe the experience of personnel to be assigned to this project, including minimum qualifications of personnel to be involved in the work, the level of such involvement, and information on all anticipated subcontractors.

c. Adherence to standards

The Standards for Critical Events Sponsorship are attached to this RFA as **Attachment B**. These Standards were based on a review of research concerning medical accuracy and evidence-based practice. These Standards will be revised in the future based on emerging research and implementation experience, and any funded Contractors will be subject to the most recently revised Standards.

Describe previous experience your agency has had implementing these Standards (during the pilot period from February 2015 forward). Describe barriers or challenges your agency had, or anticipates having, with the implementation of these Standards. Describe your willingness to be involved in revisions to these Standards over time. If your agency was not involved in the CE pilot program, describe how your experience in the field of HIV/AIDS care, treatment, and prevention adequately prepares you to successfully implement your proposed project within the purview of the Standards for Critical Events Sponsorship.

d. Evaluation

The agencies involved in CE sponsorship will be required to participate in evaluation activities set by CDPHE and its selected evaluation contractor. In most instances, this will involve entering required data into ARIES in a timely, accurate, and complete manner. It may also involve completing additional electronic or paper forms, particularly around referral tracking.

Process measures to be evaluated will include the number of clients reached, and when feasible, age, race, ethnicity, gender and behavioral risk factors. Outcome measures will include the type and cost of services delivered to clients, and the level of benefit or improvement achieved. The contractor will also be expected to supply information about lessons learned from the implementation of the project, obstacles encountered, how obstacles were overcome, and changes that would be made in the future to improve the efficiency and effectiveness of the project.

Describe your agency's prior experience participating in evaluation activities. Explain any limitations that you would have in participating in evaluation, including use of the ARIES data system and supplying required evaluation data.

B. Project Description

1. Application Narrative

The application narrative must address each section clearly and concisely, and include all of the required information for the section. Please follow all formatting requirements.

a. Capacity/Program Infrastructure

Provide your organization's mission and how it aligns with the proposed project.

- i. Describe current and past programming related to the proposed project
- ii. Provide a brief overview of the qualifications of key staff, or plan for recruiting qualified staff. Include description of licensure or certification where it is relevant to the proposed services.
- iii. Describe the cultural and linguistic responsiveness of the project, staff, and/or organization. Describe the inclusiveness of the governing board and staff.

b. Project Evaluation

CDPHE has a centralized evaluation approach for the services under this RFA. Both process and outcome data will be collected through the web-based ARIES data system. Unless permission is granted by CDPHE in writing to employ a different data system, all funded Contractors will be required to utilize ARIES.

If funded contractors receive written permission from CDPHE to employ a different data system, data must be delivered to CDPHE in a format that can be readily imported into the ARIES system and must include all the data elements described **Attachment H**, “Mandatory Data to be Collected and Reported to CDPHE.”

The data collected during the performance of services under this RFA will be used for three purposes. First, it will be used as documentation of performance of funded services, for contract monitoring and evaluation purposes. Second, it will be aggregated for reporting to planning groups and funders. Third, it will be used to support quality improvement efforts.

- i. Describe prior experience providing this data, or similar data, to CDPHE. Describe previous challenges and how such challenges were overcome.
- ii. If you received an award under this RFA, would you directly enter data into ARIES, or would you export data from another system? If exporting, describe the process you would use, and the frequency of uploads you propose (at least quarterly, monthly strongly preferred).
- iii. What limitations would you place on the collection, entry, or export of data? Justify any limitations.

C. Work Plan

(Template Provided)

Submit a work plan that describes how the applicant will carry out the scope of work. Responses must address and clearly identify each of the deliverables in the order presented. *SOW Work Plan Table* templates are included as **Attachment F**. Thoroughly describe the objective (service) or (goods) sought (the work to be done).

Instructions for completing the *SOW Work Plan Table*:

1. Do not alter the text that has been pre-printed on the *SOW Work Plan Table*.
2. Some of the items in the “Activities” and “Target Dates” column have been left blank. For each of these items, you are required to enter data reflecting what you are willing to provide at the pricing listed in your budget.
3. Each activity has at least one pre-printed required activity. List a minimum of one and a maximum of 10 additional activities employed in accomplishing the project objectives. List major sub-activities as needed.
4. For each objective, include a description of the party responsible for completion. If the position is vacant, describe the steps that will lead to staff selection and preparation. Define the work to be completed, including a description of all elements of the project. List all specific objectives in the table. Organize objectives by S.M.A.R.T (Specific, Measurable, Achievable, Realistic and Timely) outcome objectives. Each objective shall directly address a specific goal area and strategy; express the intended outcomes, results, or accomplishments of individual project activities; describe the

- intended target populations if appropriate.
5. List the actual results you expect to achieve by meeting the goals/activities.
 6. List standards and requirements that will be used to establish quality and ensure the activities will provide the expected results. Often, multiple sources of requirements exist/apply including Colorado Statutes, Board of Health rules, and State/Federal/industry requirements.
 7. List what will be measured to ensure the expected results of the activities have been achieved.
 8. Enter each expected deliverable related to the objective and include a description of the party responsible for completion (if applicable) and the completion date(s). Deliverables are typically tangible objects produced as a result of the activities performed. They are “delivered” to the State as evidence of compliance (or not) with standards and requirements for performance and can be an indication of the progress made. Examples of deliverables may be reports, tracking logs, meeting minutes, copies of professional licenses, data entered, or some other element of a project.

D. Budget

This RFA will result in a “fixed-price” or “Not to Exceed” contract.

- a. Costs are tied to services that meet or exceed the requirements and expected outcomes. This may include the expertise and relevant experience of the Applicant that will enhance the success of the project and provide minimal risk for State resources.
- b. Utilizing the template provided as **Attachment J**, provide all pricing and costs tied to the requirements and work being proposed. Provide the number of hours, hourly rate by level of staffing, and deliverables as described in the template. The application must also include a budget justification narrative breaking out and explaining all costs to be considered under this application.
- c. Cost reimbursement or a fixed fee is when services are being provided on a per client basis. There is no guarantee of the number of clients served.

E. Page Formatting Instructions

Unnecessarily elaborate applications are not desired. Indexes, tables of contents, lists of figures/tables, and a glossary of terms will not be counted toward the overall page limit. 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 limit. However, evaluators cannot be expected to comprehend all material in exhibits whose content and relevance to the application description are not clearly integrated into the technical discussion.

The RFA must be submitted using the following page formatting requirements:

1. Application Font: Times New Roman
2. Application Font Size: 11-12 point
3. Application Spacing: Single spaced, 1” margins on all sides
4. Application Printing: Double-sided printing preferred, but not required
5. Page Numbering: Number all pages at the bottom right corner of the page
6. Page Limits:
 - a. Summary of Experience **and Other Requirements**: no more than four (4) pages
 - b. Other Requirements, Scope of Work Table, and Evaluation: no more than eight (8) pages
7. Binding: Binder clips ONLY. Applications may NOT be stapled, in three-ring binders, or otherwise bound.
8. Headings: The original headings for each and all sections of the response must be included.
9. Labeling Requirements: Each attachment should be labeled with the original label for the document, e.g., Scope of Work, Budget Template, etc.

10. Paper Type: CDPHE encourages that applications be submitted on recycled paper. While the appearance of applications and professional presentation is important, the use of non-recyclable or non-recycled glossy paper is discouraged.

V. SUBMISSION INSTRUCTIONS:

- A. This Request for Applications (RFA) is issued by the Colorado Department of Public Health and Environment (CDPHE), also referred to as the "State", for the benefit of the STI/HIV/Viral Hepatitis Branch in the Division of Disease Control and Environmental Epidemiology. The CDPHE contact listed in these instructions is the sole point of contact concerning this RFA.
- B. During the solicitation process for this RFA, all official communication with applicants will be via notices on the CDPHE program website at <https://www.colorado.gov/pacific/cdphe/sti-and-hiv-funding-opportunities>. Notices may include any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning applicant(s). Applicants are responsible for monitoring for publication of modifications to this solicitation. **It is incumbent upon applicants to carefully and regularly monitor for any such notices.** Applicants are not to contact any other state office or individual regarding this RFA or this project. Applicants are not to rely on any other statements that alter any specification or other term or condition of the solicitation.
- C. Applications must be received on or before the due date and time as indicated in the Schedule of Activities. **Late applications will not be accepted. It is the responsibility of the applicant to ensure that its application is received by the CDPHE STI/HIV/Viral Hepatitis Branch at the location listed in these instructions on or before the due date and time.** Applicants mailing their applications must allow sufficient mail delivery time to ensure receipt of their applications by the time specified.
 - a. One completed copy of the Request for Application Cover Sheet & Signature Page **MUST** be signed in ink, preferably blue ink, by a person who is legally authorized to bind the applicant to the application. The signed Request for Application Cover Sheet & Signature Page and Overall Subrecipient-Recipient Risk Assessment Questionnaire shall be included with the application copy that is marked "ORIGINAL". Submissions that are determined to be at a variance with this requirement may be deemed non-responsive and may not be accepted.

Applicants are to segregate the portion of the application responding to the pricing and funding requirements so the technical application can be evaluated without consideration of the price or funding model.

All materials submitted shall become the property of CDPHE, and will not be returned unless the RFA solicitation is cancelled prior to the submittal due date, in which case applications will be returned unopened or opened only for identification purposes.

All materials submitted will become public record and open to inspection after the Award notice is issued. Any materials requested to be treated as Confidential and/or Proprietary information are to be packaged separately and clearly identified. Any such request must include justification for the request. The request will be reviewed and either approved or denied in writing by the CDPHE Purchasing Director. If denied, the proposer will have the opportunity to withdraw its entire application, or to remove the restrictions. (Ref §24-72-201 et.seq, C.R.S., as amended, Public [open] Records) **Neither cost nor pricing information or a total application will be considered Confidential and/or Proprietary.**

A. **Hardcopy Applications**

Applications must be received by the due date and time indicated on the cover page of this RFA document. Faxed or emailed applications will not be accepted. You may mail or hand-deliver your application. Applications that do not include all required components will not be reviewed. Applications that are not received prior to the deadline will not be reviewed.

1. Number of copies

- a. One original with original signatures on the cover page

- b. Four (4) additional hard copies of the full application including all attachments
 - c. OneFlash/USB drive with the application and all attachments in PDF format
2. Instructions for a mailed application
- a. Mail or hand-deliver your application, including all required documents, to the following contact and address to be received no later than the due date and time indicated on the cover page of this RFA document:

Maria Jackson
 STI/HIV/Viral Hepatitis Contract Monitoring Supervisor
 4300 Cherry Creek Drive South
 Denver, CO 80246
 303-692-2785

- b. Applications received in person must be submitted sealed in appropriate packaging and will receive certification of the delivery. Mailed applications must be submitted and sealed in an appropriate envelope, package or box.
- c. All submittals must be clearly marked on the outer envelope or packaging with the following information:
 - i. Applicant's Name
 - ii. RFA Number
 - iii. RFA Submission due date and time

VI. APPLICATION TECHNICAL ASSISTANCE

A. Inquiries

- 1. Applicants may make written inquiries via email to obtain clarification of requirements concerning this RFA. No inquiries will be accepted after the date and time indicated in the Schedule of Activities listed under Section VII of this document. Send all inquiries to:

Maria Jackson
 STI/HIV/Viral Hepatitis Contract Monitoring Unit Supervisor
 cdphe_icpp.cm@state.co.us

- 2. Clearly identify your inquiries with:
 - a. RFA Number
 - b. RFA Title
- 3. Responses to applicant inquiries will be published as a modification on <https://www.colorado.gov/pacific/cdphe/sti-and-hiv-funding-opportunities> by close of business on the date indicated in the Schedule of Activities listed under Section VII of this document. Applicants are not to rely on any other statements that alter any specification or other term or condition of the RFA.

VII. SCHEDULE OF ACTIVITIES:

Solicitation Activity Timeline		Time	Date
1.	RFA Published on https://www.colorado.gov/pacific/cdphe/sti-and-hiv-funding-opportunities	N/A	04/07/2016
3.	Deadline for applicants to submit written inquiries. Submit all inquiries by email to maria.jackson@state.co.us with the subject title: RFA 2443 Questions by 4:00 PM on 04/18/2016. (No questions will be accepted after this date/time)	4:00 PM	04/25/2016
4.	Answers to written inquiries published on https://www.colorado.gov/pacific/cdphe/sti-and-hiv-funding-opportunities	4:00 PM	04/29/2016

Solicitation Activity Timeline		Time	Date
5.	Application submission deadline (One Original plus four (4) hard copies & one electronic copy on Flash/USB drive. The Budget should be in Microsoft Excel Format; all other documents should be in Adobe PDF format)	4:00	05/06/2016
7.	Evaluation Period	N/A	05/06/16 – 05/12/16
8.	Estimated Notification of Award	N/A	05/18/16
9.	Estimated Contract Effective Date The resulting contract may be renewed for a maximum of up to two (2) additional years, at the sole discretion of CDPHE.	N/A	07/1/16

VIII. SELECTION AND EVALUATION:

The technical aspects of applications will be assessed based on the soundness of the Applicant’s approach and the Applicant’s understanding of the requirement. Past experience/qualifications will be assessed by considering the extent to which the qualifications, experience, and past performance are likely to foster successful, on-time performance. Technical and past experience assessments may include a judgment concerning the potential risk of unsuccessful or untimely performance, and the anticipated amount of State resources necessary to insure timely, successful performance. The State may use all information available regarding past performance as defined in C.R.S. §24-102-205 et.seq.

Awards will be made to one or more applicants. The awards will be made to the bidders whose application conforms to the RFA and are determined to be most responsive, responsible and advantageous to the State of Colorado.

A. Evaluation Factors:

The evaluation factors are:

1. The technical content of the application, including:
 - a. soundness of methods proposed to complete the project
 - b. eligible type of nonprofit organization
 - c. compliance with requirements set forth in the RFA
 - d. Criteria:
 - i. Did the Applicant include a complete implementation work plan that was free of omissions and errors? Were all required elements provided (activities, number of clients/cases, and target dates)?
 - ii. Did the Applicant demonstrate that HIV prevention and education services are among the primary purposes of their organization?
 - iii. Did the Applicant justify the location of the services?
 - iv. Was the response submitted on the requested templates and required supporting documents and attachments?
 - v. Did the Applicant agree to participate in evaluation activities, including use of the ARIES data system, without undue limitations?
2. Management capability (qualifications and experience)
 - a. Applicant's experience, particularly the qualifications and experience of key personnel assigned to this project
 - b. The extent to which the qualifications, experience, and past performance are likely to foster successful, on-time performance.
 - c. The reasonableness and achievability of the applicant’s proposed work plan.

c. Criteria:

- i. Each Applicant's past performance will be reviewed as part of the State's overall evaluation. This evaluation will take into account past performance information submitted as a part of such Applicant's application; for example: meaningful previous experience implementing the CE program during the pilot period, information regarding predecessor companies, key personnel who have relevant experience, and subcontractors performing major or critical aspects of the service(s), if such information is relevant.
- ii. Applicants without a record of relevant past performance or for whom information on past performance is not available will receive a neutral past performance rating. The State will consider the Applicant's performance on past or current State contracts with requirements similar to the State requirements for this contract. The State will consider information provided by the Applicant regarding any problems encountered on the identified contracts and any associated corrective actions.
- iii. Does the Applicant describe personnel that are appropriately trained and qualified for their assignments? Existing staff are preferred over vacancies to be filled; lacking existing staff, does the Applicant describe a reasonable plan to recruit, hire, and train staff?
- iv. Are the strengths of the organization described, including cultural responsiveness, historical accomplishments, experience with public health entities, public health and community based organizations?
- v. Does the response demonstrate sufficient understanding of the project?
- vi. The extent to which the proposed location of services is consistent with the epidemiology of HIV in Colorado.
- vii. The extent to which the Applicant's proposed work plan is reasonable and achievable.

3. Price

a. Criteria:

- i. Is a detailed budget narrative included, using the prescribed format? Are salaries and detail provided to reflect the number of people assigned to the project?
- ii. Is the overall budget, as well as the individual items, reasonable considering the scope of work activities? What percentage of the total budget will go to funding client services versus administrative functions? Applicants that devote a relatively higher percentage of the budget toward funding client services will be preferred over Applicants with higher administrative costs. Indirect will be considered an administrative cost.

4. Compliance with Terms

- a. The extent to which the Applicant agrees to Colorado's basic contract terms and required Special Provisions without seeking exceptions

Criteria:

- i. Did the Applicant agree to Colorado's basic contract terms?
- ii. Did the Applicant agree to required Special Provisions?
- iii. Is the Applicant proposing extensive exceptions?

5. Application Review Process/Scoring

Applications will be scored using a 100-point scale (105 points for contractors with prior experience delivering the proposed services). The process will be competitive, based on assigned scores. Applications must achieve 70 points to be considered for funding.

An Evaluation Committee will evaluate the merits of applications received in accordance with the evaluation factors stated in this RFA and identify the application that is most advantageous

to the state. This Evaluation Committee will be made up of CDPHE employees, HIV care professionals, contractors, and people representing communities affected by HIV. While numeric evaluations may be used in some aspects of the process to identify strengths and weaknesses of applications, and to establish a ranking, the final decision will be a business decision by the State and will not be based on a numerical score. A Decision Memorandum will document the basis for the award decision.

The technical aspects of applications will be assessed based on the soundness of the applicant's approach and the applicant's understanding of the requirements. Past experience/qualifications will be assessed by considering the extent to which the qualifications, experience, and past performance are likely to foster successful, on-time performance. Technical and past experience assessments may include a judgment concerning the potential risk of unsuccessful or untimely performance, and the anticipated amount of State resources necessary to insure timely, successful performance based on requirements of Procurement Code C.R.S. §24-103-401 et.seq and C.R.S. §24-103.5-101 et.seq. The State reserves the right to include the State of Colorado and other states as additional references and may use all information available regarding past performance as defined in C.R.S. §24-102-205 et.seq. The State also reserves the right to call references only on the selected applicant(s) as a method of determining responsibility.

The award will be made to that applicant(s) whose application, conforming to the RFA, has been determined to be responsive and responsible and most advantageous to the State of Colorado, considering the evaluation factors set forth in this announcement. A contract must be completed and signed by all parties. In the event the parties are unable to enter into a contract in a reasonable timeframe, the State may elect to rescind the "Notice of Intent to Make an Award" communication and make the award to the next most responsive and responsible applicant. The successful applicant(s) is required to enter into a formal Contract with CDPHE. The State of Colorado reserves the right to amend the contract in response to future legislative changes that affect this project.

If applicants feel that this review process did not fairly consider their application, a request for reconsideration may be submitted, in writing, by certified U.S. Mail (not email). This request for reconsideration should specifically address any perceived flaws or unfairness in the application review process and include evidence or documentation. Requests for reconsideration must be received at CDPHE within 10 business days of receipt of notification of the outcome of the RFA process and must be addressed to:

Melanie Mattson
STI/HIV/Viral Hepatitis Branch Chief
CDPHE – DCEED – A3
4300 Cherry Creek Drive South
Denver, CO 80246

Applicants may request a post-award debrief, to identify strengths and weaknesses of their applications. Requests must be received at CDPHE within 30 days of receipt of notification of the outcome of the RFA process and may be either emailed or sent by U.S. Mail to:

Maria Jackson
STI/HIV/Viral Hepatitis Contract Monitoring Unit Supervisor
CDPHE – DCEED – A3
4300 Cherry Creek Drive South
Denver, CO 80246
303-692-2783
cdphe_icpp.cm@state.co.us

Debriefs will take the form of face-to-face or telephone meetings, as preferred by the requestor.

6. Review Criteria

Technical content	25 points
Management Capability (including the work plan)	55 points (see note below)
Budget and budget justification	20 points

An additional 5 points will be awarded to applicants demonstrating directly related prior experience.

7. Use of Risk Rating in Evaluation

Prior to final evaluation, the risk rating determined from the submitted Risk Assessment Questionnaire or FRMS rating shall be applied in the form of a deduction from the final evaluation total score according to the following table. Award considerations will then be based on the adjusted total score.

Risk Determination	Percent of Possible Total Deducted from Evaluation Score
Low	0% reduction
Medium	10% reduction
High	20% reduction

8. Notification and Decision

Applicants will be notified by email regarding the outcome of their application. Requests for reconsideration must be submitted within 10 business days of the applicant’s emailed notification. The process for submitted a request for reconsideration is described in Section VIII-A-2, “Application Review Process/Scoring.”

B. Post-Award Process:

1. Key Contract Language/Additional Provisions

Successful applicants must adhere to the *CDPHE* CE Standards of Care, which are included as Attachment B.

Applicants should familiarize themselves with these Standards and should only apply for funding if they are willing and able to comply with them.

2. Contract Negotiation Process

After the Application Review Panel has completed the scoring process, staff of the STI/HIV/Viral Hepatitis Branch will draft a scope of work, incorporating recommendations from the Review Panel and other issues identified during the review of the application. This draft scope of work will be emailed to the applicant for consideration, and a follow up meeting will be scheduled, either in person or by telephone. If mutually agreeable contract provisions can be negotiated, Branch staff will proceed in developing a formal agreement. If mutually agreeable

contract provisions cannot be negotiated, the staff may terminate negotiations and offer funding to another contractor with a lower score.

3. Insurance Requirements/W-9

Successful applicants shall comply with the State's insurance requirements to protect the grantee and the state from any damages or loss. The grantee will need to submit certificates of insurance demonstrating coverage for Professional Liability and other coverage required by the State as outlined below. Do not submit your proof of insurance with the application. The State will request that you submit proof of insurance, usually when you submit signed copies of the contract, at a later date. Basic insurance requirements are addressed in the General Provisions (Attachment *).

C. Attachments

Attachments will not be ranked but will be considered in the overall selection process. Failure to provide any information requested in the RFA may result in the disqualification of the submittal. This responsibility is that of the applicant.

IX. TEMPLATES AND RESOURCES

A. Templates and Forms

1. Attachment C: Request for Applications Cover Sheet and Signature Page
2. Complete all sections of the Application Information Form and Signature page and submit as the cover page of the grant application.
3. Attachment E: Application Pre-Award Risk Assessment Questionnaire
4. Attachment F: *SOW Work Plan Table* Template
5. Attachment J: Budget and Budget Justification
6. Attachment I: Critical Events Plan
7. Attachment G: CE Sponsor Agreement
8. Attachment A: General Provisions and Special Provisions-Contract

B. Program Resources/Websites

This section contains CDPHE contractual documentation references. These documents are included for your reference, as these will become part of the contract with CDPHE should you be awarded the contract.

1. HIV Critical Events System, which are available at <https://www.colorado.gov/pacific/cdphe/hiv-critical-events-system>

X. ADMINISTRATIVE INFORMATION:

BY SUBMISSION OF AN APPLICATION, THE APPLICANT AGREES AS FOLLOWS:

A. Acceptance of RFA Terms

An application submitted in response to this RFA shall constitute a binding offer. The autographic signature of the applicant or of a designee legally authorized to execute contractual obligations shall indicate acknowledgment of this condition. A submission in response to this RFA acknowledges acceptance by the applicant of all terms and conditions, including compensation, as set forth herein.

B. Colorado Contract General Provisions and Special Provisions

The State of Colorado will incorporate standard General Provisions and Special Provisions into any contract resulting from this RFA. Minor elements of the General Provisions may be negotiable. The terms of the Special Provisions are non-negotiable.

A sample of the most recent version of the General Provisions and Special Provisions can be found in **Attachment A: General and Special Provisions-Contract**. Provisions that actually appear in the final contract will reflect the approved State version at the time of contract execution.

C. Modification or Withdrawal of Applications

Applications may be modified or withdrawn by the applicant prior to the established submission due date and time.

D. Addendum or Supplement to Request for Applications

In the event that it becomes necessary to revise any part of this RFA, a modification will be posted at <https://www.colorado.gov/pacific/cdphe/sti-and-hiv-contractor-and-provider-resources>. It shall be the responsibility of the applicants to regularly monitor the <https://www.colorado.gov/pacific/cdphe/sti-and-hiv-contractor-and-provider-resources> website for any such postings. Failure to retrieve such modifications, and include their provisions in your application, may result in your application being disqualified.

Should the applicant find any part of the solicitation to be discrepant, incomplete, or otherwise questionable in any respect, the applicant shall be responsible to call such matters to the attention of the purchasing agent immediately. Failure to do so shall be at the applicant's risk. Amendments to this solicitation will be official only if published on <https://www.colorado.gov/pacific/cdphe/sti-and-hiv-contractor-and-provider-resources>. Applicants should not rely on verbal statements that alter this solicitation.

E. Oral Presentations/Site Visits

Applicants may be asked to make oral presentations or to make their facilities available for a site inspection by the evaluation committee. Such presentations and/or site visits will be at the applicant's expense.

F. Rejection of Applications

The State of Colorado reserves the right to reject any or all applications received in response to this RFA, to waive informalities and minor irregularities in applications received, and to accept any portion of an application or all items proposed if deemed in the best interest of the State of Colorado to do so.

G. Confidential/Proprietary Information

Any restrictions of the use or inspection of material contained within the application shall be clearly stated in the application itself. Written requests for confidentiality shall be submitted by the applicant with the application. The applicant must state specifically what elements of the application are to be considered confidential/proprietary and must state the statutory basis for the request under the Public (open) Records Act. (§24-72-201 et seq., C.R.S.) Confidential or proprietary information must be readily identified, marked and separated from the rest of the application. Co-mingling of confidential and/or proprietary and other information is NOT acceptable. Neither an application in its entirety, nor application price information will be considered confidential and proprietary. Any information that will be included in any contract resulting from the RFA cannot be considered confidential.

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

Applicant(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 applicant(s) shall keep such

records and information confidential and shall comply with 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 applicant(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 applicant(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 applicant(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 applicant(s). Disclosure of such information may be cause for legal action against the awarded applicant(s). Defense of any such action shall be the sole responsibility of the awarded applicant(s). Unless directed otherwise, awarded applicant(s) is required to keep all State information in a secure, confidential manner.

H. Response Material Ownership

The State of Colorado has the right to retain the original application and other RFA response materials for our files. As such, the State of Colorado may retain or dispose of all copies as is lawfully deemed appropriate. The State of Colorado has the right to use any or all information/material presented in reply to the RFA, subject to limitations outlined in the Proprietary/Confidential Information clause. Applicant 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.

I. Application Prices

Applicant testifies that submitted prices were arrived at independently and there was no collusion involved.

Estimated application prices are not acceptable. Application prices should be best and final offer, unless otherwise stated in the RFA. The application price will be considered in determining the apparent successful applicant. Applications shall be firm for a period of not less than one-hundred-twenty (120) calendar days.

J. RFA Cancellation

The State reserves the right to cancel this Request for Application in its entirety or individual phases at any time, without penalty.

K. Conflict of Interest/Organizational Conflict of Interest

By submission of a RFA response, the applicant agrees that at the time of contracting the proposer has no interest, direct or indirect, that would conflict in any manner or degree with the performance of the required services and obligations. The applicant shall guarantee that in the performance of the contract they shall not employ any person having any such known interest. Applicants are required to disclose all current or pending projects with the State of Colorado, and/or political subdivisions. Applicants must include all potential conflicts related to this solicitation and any other services related to this project at the time of response submission and during contract performance. Applicants must explain any State employment affiliation.

Any business entity or person is prohibited from being awarded a contract if the business entity or person has an "Organizational Conflict of Interest" with regard to this solicitation and the resulting contract(s).

No person or business entity who was engaged by the State to prepare the original RFA shall be eligible to participate (directly or indirectly) in the submission of an application for this solicitation

IF:

1. Such person or entity had prior access to source selection information related

- to this procurement process, and
2. That prior access included, but was not limited to: requirements, statements of work, or evaluation criteria.

The State considers such engagement or access to be an Organizational Conflict of Interest, which would cause such business entity or person to have an unfair competitive advantage.

If the State determines that an Organizational Conflict of Interest exists, the State, at its discretion, may cancel the contract award. In the event the successful applicant was aware of an Organizational Conflict of Interest prior to the award of the contract and did not disclose the conflict to the procuring agency, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed by subcontractors in connection with the performance of the contract, with the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

L. Present/Former Employee Standards of Conduct – Disclosures

Pursuant to sections 24-18-101 and 201, et. seq., C.R.S., and section 24-50-507, C.R.S., former and present public employees and officials may not "be interested" in some State Agency contracts and are prohibited from engaging in certain activities in relation to State contracts. The State reserves the right to void or terminate contracts entered into in contravention of those provisions, or contracts in which a current State employee performs any contract administration function involving the use of State time or resources or that is otherwise contrary to State law. Notwithstanding the disclosure provisions in section 24-18-201, C.R.S., the State reserves the right to disqualify any application, or void or terminate any contract involving the participation or use of a present or former employee within the meaning of that section where such disqualification or termination is deemed to be in the best interest of the State. At the time of the submission of any application, the contractor shall disclose to the Procuring Agency the identity, organization, and nature of participation of any present or former employee (who terminated State employment within six months prior to the date of receipt of applications) participating in development of the application. Further, the contractor shall disclose during contract performance the identity, organization, and nature of participation of any present or former employee (who terminated State employment within six months prior to the date of any resulting contract or purchase order).

M. Alternative Bids or Offers/Affiliated Vendors

Unless otherwise permitted by the Procuring Agency, alternative applications by any vendor are not permitted. Unless otherwise permitted by the Procuring Agency, applications by affiliated vendors are not permitted except in accordance with this paragraph. An affiliated vendor is one who is controlled or owned by another vendor responding to this solicitation, or owned or controlled by a third person or other entity that controls or owns two vendors responding to this solicitation. "Affiliation" includes one person's having a substantial role in the preparation of offers by two vendors responding to this solicitation. A submission of an application in connection with any solicitation represents a certification that the applicant is not affiliated with any known vendor also submitting an application in response to the solicitation, except to the extent the nature of such affiliation is described with particularity. The State reserves the right to disqualify any application by, or void any resulting purchase order or contract with, any vendor responding to a solicitation in violation of this provision or the following certificate of independent price determination.

N. Certification of Independent Price Determination

1. By submission of this application, each applicant certifies, and in the case of a joint application, each party thereto certifies as to its own organization, that in connection with this procurement:
 - a. The prices in this application 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 applicant or with any competitor;
 - b. Unless otherwise required by law, the prices which have been submitted in this application have not been knowingly disclosed by the applicant and will not knowingly be disclosed by the applicant prior to opening, directly or indirectly to any other applicant or to any

competitor; and

- c. No attempt has been made or will be made by the applicant to induce any other person or firm to submit or not submit a application for the purpose of restricting competition.
2. Each person signing the Request for Application Cover Sheet & Signature Page of this application certifies that:
 - a. The signing individual is the person in the applicant'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 K.(1)(a) through K.(1)(c) above; or
 - b. He is not the person in the applicant'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 K.(1)(a) through K.(1)(c) above.
3. An application will not be considered for award where K.(1)(a), K.(1)(c), or K.(2) above have been deleted or modified. Where K.(1)(b) above has been deleted or modified, the application will not be considered for award unless the applicant furnishes with the application a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency (CDPHE) determines that such disclosure was not made for the purpose of restricting competition.

O. Selection of Successful Application and Notice of Intent to Award

The State reserves the right to make an award on receipt of initial applications, so applicants are encouraged to submit their most favorable application at the time established for receipt of applications. Applicants not meeting the requirements identified in the RFA shall be ineligible for further consideration. The State may conduct discussions with applicants in the competitive range (those most responsive to the requirements and reasonably susceptible of being selected for award) for the purpose of promoting understanding of the State's requirements and the applicant's application, to clarify requirements, make adjustments in services to be performed, and in prices. Changes to applications, if permitted, will be requested in writing from applicants. If application 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 (BAFO). Applicants will not be provided an opportunity for comprehensive application revisions.

Upon review and approval of the evaluation committee's recommendation for award, the CDPHE will issue "Notice of Intent to Make an Award" letter(s) to all applicants.

P. Requirement for Valid Contract

The State Agency will not be responsible for any products delivered or services performed prior to issuance of a purchase order signed by an authorized representative of the State Agency's purchasing department, or a contract signed by a duly authorized representative of the State Agency and approved by the State Controller or designee.

Q. Vendor Forms

In the event applicant's form(s) or part(s) of forms are included as an attachment(s) applicant agrees that, in the event of inconsistencies or contradictions, the terms and conditions of the solicitation document shall supersede and control over those contained in the applicant's form(s) regardless of any statement to the contrary in an applicant form(s). Unless the State specifically agrees in writing through overt reference or other express written indication of assent, terms and conditions on vendor forms regarding choice of law, venue, warranty disclaimer or exclusion, indemnification or limitation of liability shall be of no effect.

R. Award of Contract/Standard (Model) Contract/Legislative Changes

The award will be made to that applicant(s) whose application, conforming to the RFA, has been determined to be responsive and responsible and most advantageous to the State of Colorado, considering the evaluation factors set forth in this announcement. A contract must be completed and signed by all parties. In the event the parties are unable to enter into a contract in a reasonable

timeframe, the State may elect to rescind the "Notice of Intent to Make an Award" communication and make the award to the next most responsive and responsible applicant. The successful applicant(s) is required to enter into a formal Contract with CDPHE. The State of Colorado reserves the right to amend the contract in response to future legislative changes that affect this project.

S. Reciprocity

Reciprocity is mandated by statute. C.R.S. §8-18-101 states, "When a contract for commodities or services is to be awarded to a bidder, a resident bidder...shall be allowed a preference against a nonresident bidder equal to the preference given or required by the state in which the nonresident bidder is a resident".

T. Term of the Contract

This RFA may result in one or more multiple year contracts with renewal periods not to exceed five years. The initial contract will be effective upon approval by the State Controller's designee for one year. The contract may be renewed for up to four additional one-year periods, at the sole discretion of the State, contingent upon contractual requirements being satisfied and funds being appropriated, budgeted, and otherwise made available.

U. Acceptance of Application Content

The contents of the application (including persons specified to implement the project) of the successful applicant will become contractual obligations if acquisition action ensues. Failure of the successful applicant to accept these obligations in a contract, purchase document, delivery order or similar acquisition instrument may result in cancellation of the award and such applicant may be removed from future solicitations.

V. Order of Precedence

In the event of any conflict or inconsistency between terms of this request for application 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 application, and third, to the application.

W. Venue

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

X. Withholding of Debts Owed to State Agencies

Pursuant to C.R.S. §24-30-202.4 (as amended), the State Controller may withhold debts owed to State agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 22, Title 39, C.R.S.; (c) unpaid loans due to the student loan division of the department of higher education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the State or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the Controller.

Y. State Ownership of Contract Products / Services

All products/services produced in response to the contract resulting from this RFA will be the sole property of the State of Colorado, unless otherwise noted in the RFA.

Z. Incurring Costs

The State of Colorado is not liable for any cost incurred by applicants 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.

AA. Non-Discrimination

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

BB. Parent Company

If an applicant is owned or controlled by a parent company, the name, main office address, and parent company's tax identification number must be provided in the solicitation response. The tax identification number provided must be that of the applicant responding to the RFA. The applicant

must be a legal entity with the legal right to contract and must be registered in the State of Colorado to conduct business.

CC. News Releases

No news releases pertaining to this RFA shall be made prior to execution of the contract without prior written approval of CDPHE.

DD. Contract Cancellation

CDPHE reserves the right to cancel, for cause, convenience, or lack of fiscal funding, any contract resulting from this RFA by providing timely notice to the contractor.

EE. Taxes

CDPHE, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code (Registration No. 84-730123K). CDPHE's Colorado State and Local Sales Tax Exemption Number is 98-02565. Applicant is hereby notified that when materials are purchased in certain political sub-divisions (for example in the City of Denver) the applicant 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.

FF. Assignment and Delegation

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

Awarded contractor(s) will be allowed to subcontract portions of this RFA. Awarded contractor(s) shall be fully accountable to the CDPHE and shall ensure that all subcontractors agree to and comply with the terms and conditions of the contract. During contract performance, the CDPHE may request and awarded vendor(s) shall provide proof of subcontractor compliance with CDPHE terms and conditions.

GG. Availability of Funds

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

HH. Selection and Evaluation:

An Evaluation Committee will evaluate the merits of applications received in accordance with the evaluation factors stated in this RFA and identify the application 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 applications, and to establish a ranking, the final decision will be a business decision by the State and will not be based on a numerical score. A Decision Memorandum will document the basis for the award decision.

The technical aspects of applications will be assessed based on the soundness of the applicant's approach and the applicant's understanding of the requirement. Past experience/qualifications will be assessed by considering the extent to which the qualifications, experience, and past performance are likely to foster successful, on-time performance. Technical and past experience assessments may include a judgment concerning the potential risk of unsuccessful or untimely performance, and the anticipated amount of State resources necessary to insure timely, successful performance based on requirements of Procurement Code C.R.S. §24-103-401 et.seq and C.R.S. §24-103.5-101 et.seq. The State reserves the right to include the State of Colorado and other states as additional references and may use all information available regarding past performance as defined in C.R.S. §24-102-205 et.seq. The State also reserves the right to call references only on the selected applicant(s) as a method of determining responsibility.

Failure of the applicant to provide any information requested in this RFA may result in disqualification of the application. This responsibility belongs to the applicant.

Applicants should not assume that they will have an opportunity for oral presentations or revisions of applications, so they should submit their most favorable applications as their initial application. If award is not made on receipt of initial applications, applicants 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 may be held for the purpose of clarification and to ensure full understanding of and responsiveness to solicitation requirements.

If application 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. Applicants will not be provided an opportunity for comprehensive application revisions.

The apparently successful applicant 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 applicant's business, in order to assist the State in making its determination of applicant responsibility in accordance with C.R.S. §24-103-401.

XI. APPENDICES

A. Appendix A: Glossary

Activities: Activities are what your project will do with its resources. They are the concrete processes, events, and actions that are core to the design and implementation of your project. Without the activities in your project's logic model, the project would not exist.

Collaboration: The extent to which an agency/organization works/interacts with other public, private, and not-for-profit prevention and intervention programs, practices, or policies at the state, regional or local level for purposes of resource sharing, coordination of effort, case management, and/or avoidance of duplicative services.

Community: A specific group of people, often living in a defined geographic area, who share a common culture, values and norms, and who are arranged in a social structure according to relationships the community has developed over a period of time.

Community Settings: These include workplaces, schools, healthcare settings, community-based organizations, faith-based organizations, and character-based organizations.

Community-based organization: A public or private nonprofit organization (including a church or religious entity) that is representative of a community or a significant segment of a community, and is engaged in meeting human, educational, environmental, or public safety community needs.

Cultural Responsiveness: The lifelong development of skills demonstrated by a set of behaviors, values and policies enabling an individual, agency/organization to work effectively and inclusively across diverse cultural situations. Criteria for assessing cultural competence include: whether agency board members, staff, interns and volunteers reflect the community to be served; ongoing professional development available for all of the previously mentioned groups; and opportunities for dialogue and feedback from culturally diverse clients and communities.

Evaluation: The systematic process of collecting information about a project, analyzing that information, and using that information for decision-making purposes. Evaluations can include needs assessments.

Goals: Broad statements (i.e., written in general terms) that convey a project's overall intent to change, reduce, or eliminate the problem described. Goals identify the project's intended long-term results.

Key Staff: The principle investigator and other individuals who contribute to the scientific development or execution of a project and are involved in a substantive, measurable way, whether or not they receive salaries or compensation under the grant. Consultants also may be considered key personnel if they meet this definition.

Memorandum of Agreement (MOA) or Memorandum of Understanding (MOU): An agreement signed by two or more parties that define the terms under which all collaborators will cooperate.

Needs Assessment: A process for collecting information to understand a community's concerns, characterizing its needs and resources, and eventually working together to respond to the issues identified.

Not-For-Profit Organizations: Organizations created by statute, government or judicial authority that is not intended to provide a profit to the owners or members, and are designated 501(c) 3 and 501 (c) 4 organizations by the Internal Revenue Service.

Objectives: Project objectives describe the concrete, measurable steps your agency will take to reach the goal and achieve your intended outcome/impact/product. Objectives should be quantifiable (i.e., a numeric value can be attached). Objectives state specifically what will be done, by who, by when, and the method of measurement.

Outcome measures: Measures that identify and quantify the measurable outcome/impact/product and answer the questions: "How will things be different at the conclusion of the project than they are right now?" and "How do we know that our project activities are the cause of the difference?"

Process Measures: Measures that quantify the progress on objectives and answer the questions: "Who will do what by when, to/for whom, and how many?"

S.M.A.R.T. Outcome Objectives: These express the intended results or accomplishments of project or intervention activities. They most often focus on changes in policy, a system, the environment, knowledge, attitudes, or behavior. Objectives should be S.M.A.R.T., which stands for: Specific; Measurable; Attainable/Achievable; Relevant; and Time bound.

- ❖ Specific—What exactly would get done for whom?
- ❖ Measurable—Is it quantifiable and can it be measured?
- ❖ Attainable/Achievable—Can it be done in the proposed timeframe with available resources and support?
- ❖ Relevant—Would this objective have an effect on the desired goal or strategy?
- ❖ Time bound—When would this objective be accomplished?

Stakeholder: People who have a vested interest in the planning, development, implementation, and evaluation of a project or process.

Strategic Plan: A plan that specifically identifies goals, strategies, activities, outcomes, and timelines associated with achieving a specific objective.

Target Population: The group(s) of people that project interventions are designed to reach.

Work Plan: A work plan is a roadmap for the achievement of goals and objectives. It should be a reasonable, realistic timeline for the completion of each task to successfully implement the project.