

**STATE OF COLORADO
COLORADO DEPARTMENT OF CORRECTIONS
REQUEST FOR PROPOSAL (RFP)**

Date: September 08, 2026

RFP #20270000032

Psychiatric Nursing Program

Single Point of Contact for this Solicitation is:

Becky Holtz – Contracts Manager (doc_contracts@state.co.us).

Contact with any other State personnel regarding this procurement, unless specifically authorized by the above-named Single Point of Contact, may result in disqualification. All communication regarding this solicitation must be done through the Single Point of Contact identified above.

This solicitation is being published in the Colorado Vendor Self Service page (Colorado VSS) and bidnetdirect.com//cdoc so that Offerors who have an interest may submit a proposal in accordance with the terms of this solicitation. Any changes/modifications to the solicitation will be Posted on the above sites as well.

All information contained within this RFP, and any amendments and modifications thereto, reflect the best and most accurate information available to the CDOC at the time of this RFP.

- 1. SOLICITATION PURPOSE:** CDOC is seeking highly qualified staffing agencies or independent contractors to provide dedicated psychiatric nursing services. The initiative will focus specifically on treating individuals with substance use disorders (SUD) and co-occurring psychiatric conditions across two key facilities.
- 2. SCHEDULE OF ACTIVITIES:** This schedule of activities is for information and planning purposes only. Schedules for activities listed as “estimated” may be subject to change depending on the needs of the CDOC. All times are stated in Mountain Standard Time (MST), as adjusted for daylight savings.

ACTIVITY	DATE
Solicitation Published via Colorado VSS, https://www.colorado.gov/vss and bidnetdirect.com//cdoc	September 11, 2026
Written Inquiries Deadline. Send Inquiries to: bidnetdirect.com//cdoc <u>NOTE:</u> No inquiries will be accepted after this date.	September 21, 2026, 2:00 PM
Response to written inquiries; will be posted to Colorado VSS and bidnetdirect.com//cdoc <u>(Estimated)</u>	September 28, 2026. 2:00 PM
Proposal Submission Deadline Proposal must be submitted in the method described in Section 9. A proposal sent at 2:01 pm MST is considered late.	October 11, 2026, 2:00 PM
Public opening or proposals pursuant to Rule 24-103-201-13 (Must request link in advance)	October 12, 2026
Notice of Intent to Award Published on Colorado VSS and bidnetdirect.com//cdoc <u>(Estimated)</u>	October 31, 2026
Contract Execution <u>(Estimated)</u>	December 31, 2026

3. **ELIGIBILITY REQUIREMENTS:** Any organization that can provide the services as outlined in this solicitation.
- A. Accessibility Requirements. All work performed as a result of this solicitation must comply with all applicable provisions of §24-85-101, of the Colorado Revised Statutes (C.R.S.), et seq., and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology (OIT) pursuant to §24-85-103 (2.5), C.R.S. and all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- i. <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>
- B. Insurance Requirements. The awarded Offeror will be required to submit a certificate(s) of insurance evidencing insurance coverage for the types and amounts of insurance as required by the Insurance provision in the Contract or Purchase Order Terms and Conditions, included in this solicitation as Attachment 1 prior to execution of a Contract or Purchase Order.
4. **SERVICE LOCATION/DELIVERY AREA:** Statewide – COLORADO
5. **ANTICIPATED CONTRACT START DATE:** December 31, 2026, or Contract execution.
6. **ANTICIPATED CONTRACT TERM:** The anticipated term of the resulting contract is November 30, 2026, through June 30, 2027. The resulting Contract may be renewed for up to four (4) additional one (1) year periods, not to exceed a maximum term of five (5) years, at the sole discretion of the CDOC, contingent upon funds being appropriated, budgeted, and otherwise made available, and other contractual requirements being satisfied.
7. **RESPONSE PREPARATION:** The CDOC recommends reading all solicitation materials prior to preparing a proposal, particularly these proposal instructions and the required **Exhibits**. Offerors must follow these proposal instructions and provide a complete response to the items indicated in the table below. References and links to websites or external sources may not be used in lieu of providing the information requested in the solicitation within the proposal.

A. Structure and List of Solicitation Documentation

DOCUMENT	DESCRIPTION	OFFEROR RESPONSE INSTRUCTIONS
Exhibit A	Statement of Work, Offeror Response	Must complete & submit with proposal
Exhibit B	Required Offeror Information	Must complete & submit with proposal
Exhibit C	W-9 Request for Taxpayer ID	Must complete & submit with proposal
Exhibit D	Price Proposal	Must complete & submit with proposal
Exhibit E	Contract Performance Outside the US or Colorado	Must complete & submit with proposal
Exhibit F	Non-Conflict of Interest Offeror	Must complete & submit with proposal
Exhibit G	Resume Summary Template	Must complete & submit with proposal
Attachment 1	Personal Service Contract Template	Informational Only
Attachment 2	Insurance Information	Informational Only
Attachment 3	HIPAA Business Associate Addendum	Informational Only

B. Modifications And/Or Supplemental Information to the Solicitation

- i. Any modifications, amendments or supplemental information to the Solicitation will be published on Colorado VSS and bidnetdirect.com/cdoc. A modification notice will be published on Colorado VSS in the event that it becomes necessary to revise any part of this solicitation.
- ii. The CDOC may modify the Solicitation at any time. Modifications will be posted on Colorado VSS and bidnetdirect.com/cdoc. This is the only method by which the RFP may be modified.
- iii. It is the Offeror's sole responsibility to check Colorado VSS and bidnetdirect.com/cdoc on a regular basis, prior to the Proposal submission deadline, as this is the primary means for communicating any clarifications or changes to solicitations content, timeline and/or requirements.

C. Cancellation. In accordance with §24-103-301, C.R.S., and the related Procurement Rules, the CDOC may cancel this Solicitation, or any and all Quotes may be rejected in whole or in part, without penalty, at any time before a Contract or Purchase Order is executed, when it is in the best interest of the CDOC. The reason and documentation supporting the decision to cancel the solicitation or reject Quote(s) shall remain confidential for the lesser of six (6) months or until a Contract or Purchase Order is awarded by the CDOC. Reference Procurement Rules §24-101-401-05.

If the Solicitation is cancelled after Quotes are received, the Quotes that have been opened shall be retained in the procurement record, or if unopened, they will be disposed of, or returned to the Respondent upon request at the Respondents' expense.

8. OFFEROR INQUIRIES

- A. Offerors may only submit written inquiries concerning this RFP to obtain clarification on specifications and requirements through bidnetdirect.com/cdoc.
- B. The CDOC, in its sole discretion, may not accept inquiries received after the date and time indicated in the schedule of activities.
- C. The CDOC reserves the right to decline to answer any questions that do not pertain to the Solicitation, are deemed offensive, or to decline to answer any questions for any reason.
- D. All inquiries should be clearly marked with the RFP number and title. Where appropriate, inquiries should include references to any relevant section/paragraph of the solicitation.
- E. Each inquiry should be listed separately.
- F. The CDOC will publish responses to Offeror inquiries collectively, in a timely manner, and as a modification on Colorado VSS and bidnetdirect.com/cdoc.
- G. Offerors shall not rely on any verbal statement that alters any specification or other term or condition of the Solicitation. Such changes are valid only if provided in writing by the Procurement Contact.

9. PROPOSAL SUBMISSION AND INFORMATION

- A. Proposal submission instructions
 - i. Offerors are encouraged to review the Solicitation and any related exhibits and attachments in their entirety to assure understanding and compliance with requirements that may be included in these documents.

- ii. **Offerors shall only submit proposals, attachments, modification or withdrawals via bidnetdirect.com/cdoc.** The Proposal submission should include the subject line: “Proposal submission from (*Insert Offeror Name*) for (*Insert RFP number, Insert RFP title*). No other electronic submission methods or hard copy submittals will be accepted.
- iii. Offerors must be registered with Bidnet Direct in order to download solicitation documents (including any amendments or modifications) and to be considered responsive at the time of submission of the response. Offerors who have not registered on the Bidnet Direct website, must register promptly to ensure they are able to submit a timely Solicitation response.

Information may be accessed through the Bidnet Direct website at: <https://www.bidnetdirect.com/register>. Bidnet Directs Help Desk can be reached at 1-800-835-4603 or by email at: support@bidnet.com. No submission will be accepted via VSS so please ensure that the proposal is submitted in accordance with these instructions.
- iv. Please do not encrypt your documents/emails/questions.
- v. The Solicitation submission typically uploads Proposals within five minutes. Offerors are advised to submit Proposals no later than one hour prior to the Proposal Submission Deadline to ensure the Proposal has been received.
- vi. Offerors will receive an email confirmation that the file was uploaded correctly. If not, please contact the Bidnet Direct Help Desk.
- vii. The Offerors proposal and all attachments shall comply with the standards of section 508 of the Rehabilitation Act of 1973, (29 USC §794). The Offerors may not have an opportunity to re-draft their proposal and attachments to make them accessible to persons with vision impairments after the proposal submission deadline and in the event that the CDOC has evaluator(s) serving on an Evaluation Committee requiring accessibility, the CDOC may disqualify an Offerors proposal from evaluation.
- viii. Acceptance of Solicitation Terms: A Proposal submitted in response to this Solicitation shall constitute a binding offer and acknowledgment that all terms and conditions of this Solicitation are accepted. Offerors must identify any variations between its Proposal and the solicitation. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance.
- ix. Modifications of Proposals: Proposals may be modified or withdrawn by the Offeror prior to the established due date and time. Withdrawal of the Offeror’s Quote following the Quote submission deadline and prior to award, may be allowed, in the CDOC’s discretion. Withdrawal of an Offeror’s Quote after award is not allowed. Reference Procurement Rules §24-103-201-08 and §24-103-201-09.
- x. Offerors may be asked by the CDOC to modify or clarify their proposals after the due date.
- xi. Proposal Prices: Estimated proposal prices are not acceptable. Best and final offers may be considered in determining the apparent successful Offeror. Proposals shall be firm for a period of not less than 180 calendar days from the date of award.
- xii. Proposal Rejection: The CDOC may reject a proposal, waive informalities, and minor irregularities, or accept any portion. Reference Procurement Rule §24-103-201-08.
- xiii. Quantity: The CDOC may request future increases or decreases to the quantity of the goods or services, or request that goods or services be delivered to other areas within the CDOC. No actual quantities or dollar amounts are guaranteed through this solicitation.

- xiv. Mistakes and Minor Informalities in Offeror Quotes: In certain circumstances, an Offeror may correct a mistake(s) in their Quote and/or the CDOC may waive minor informalities. Reference Procurement Rules §24-103-201-08.
- xv. Offeror Proposal Content: The contents of the Proposal of the awarded Offeror and any modifications to the Proposal negotiated by the CDOC included in the resulting Contract or Purchase Order will become contractual obligations. Failure of the awarded Offeror to accept these obligations may result in cancellation of the award of that Offeror.
- xvi. Costs Incurred: The CDOC is not liable for any cost incurred by Offerors prior to any formal contract, purchase order, or other agreement. No property interest of any nature shall occur until a contract is signed by all parties concerned.
- xvii. RFP Proposal Material Ownership: All material submitted in the proposal to this RFP becomes the property of the CDOC.
- xviii. Contract: Offerors must agree to the State's Contract terms as outlined in the CDOC Personal Services Contract Template. Please note that any referenced or attached model Contract lists the State's standard required legal provisions but may not include the specific scope of work and other specific terms or requirements for this solicitation. Offerors must review any attached Contract terms and note any exceptions. Modifications to the State's Agreement terms constitute increased risk and costs to the State. Therefore, Offeror's noted exceptions may be considered in any evaluation. If no exceptions are noted, the Offeror indicates an intent to accept the terms as-is.
- xix. Confidentiality: Anything submitted by an Offeror is likely to become public information. Offerors may submit, as a part of its solicitation response, a written request for classification of certain portions of the response as confidential information. This information will help ensure that all submitted materials are handled appropriately and in accordance with state confidentiality standards. The Procurement Official or his or her designee shall determine if the information identified in the Offeror's request is exempt from disclosure in accordance with §24-72-204, C.R.S., and shall inform the Offeror in writing of the final determination.
 - a. When submitting a confidentiality request, materials for which confidentiality has been requested shall be readily identifiable and separable from other portions of the Solicitation to facilitate public inspection of the non-confidential portion of the Solicitation response. Please include a complete redacted proposal response along with an unredacted version of the proposal with associated confidentiality justifications. Commingling of confidential and non-confidential information is not acceptable.
 - b. Please provide a crosswalk of information related to the material you wish to be confidential and the reasons why the information should be considered as confidential. Offerors must include the rationale for any request to classify portions as a trade secret or confidential or proprietary, including references to the authority that allows for such treatment.
 - c. In no event shall price information or an entire solicitation response, nor any information that will be included in a resulting Contract, be classified as confidential.

B. Timeliness of Proposal Submissions

- i. Bidnetdirect.com//cdoc will not allow for late submissions.
- ii. Responsibility for ensuring that an Offeror's proposal is received on time rests with the Offeror. Reasonably foreseeable problems inherent in the delivery of proposal are not extraordinary circumstances permitting acceptance of late proposals. Anything received after proposal submission deadline is considered late.

C. Public Opening of Proposals - Virtual

The public Proposal opening will be held virtually. See the Schedule of Activities in Section 2 above for additional information. The CDOC will prepare a register of Proposals, which shall include the name and amount of the Proposal submitted by each Offeror.

10. ADDITIONAL RESOURCES

A. Offeror Assistance

Any Offerors needing support responding to solicitations may contact the Colorado Supplier Diversity Navigator at the Statewide Equity Office of Supplier Diversity, <https://dhr.colorado.gov/statewide-equity-office/supplier-diversity>. Services provided include assistance with responding to solicitations, interpretation of solicitation documents, technical assistance referrals, availability of resources, construction assistance, and free business directory listings and verifications through the Colorado Supplier Diversity Directory. The office can be reached during normal business hours by calling 1-303-866-5765 or emailing DPA_SupplierDiversityHelp@state.co.us.

B. BidnetDirect: <https://www.bidnetdirect.com/>.

C. Vendor Self-Service (VSS) Site: <https://prd.co.cgiadvantage.com/PRDVSS1X1/Advantage4>.

11. PROPOSAL FORMAT AND CONTENT

Proposals must clearly demonstrate the organization's ability to perform the services described in the RFP.

A. The CDOC will not consider the submission of brochures, references to websites or other marketing material as a substitute for written response to our requirements and questions.

B. Proposals must follow the format outlined with electronic copies of each document provided as instructed. Proposal sections should be tabbed, clearly identifiable, and contain the following. Please verify all information listed below is filled out, signed, and is attached with your Proposal.

i. **Exhibit A, Statement of Work, Offeror Response**

ii. **Exhibit B, Required Offeror Information,**

iii. **Exhibit C, W-9 Request for Taxpayer ID Number,**

iv. **Exhibit D, Price Proposal,**

v. **Exhibit E, Contract Performance Outside the US or Colorado**

vi. **Exhibit F, Non-conflict of Interest – Offeror,**

vii. **Exhibit G, Resume Summary Template.**

12. HOW PROPOSALS ARE EVALUATED

A. In General.

i. Offerors are encouraged to review the solicitation and related attachments in their entirety to assure understanding of and compliance with requirements that may be included in these documents.

ii. A proposal should address the requirements set forth in the RFP and should provide sufficient details to allow the evaluation committee(s) to determine whether the proposal evidences:

a. Understanding of the CDOC's needs, requirements and contracting terms and conditions; and

- b. Ability to meet the CDOC's needs, including the experience and resources necessary to carry out the work towards meeting the CDOC's needs; and
 - c. Costs that are reasonable and consistent with the industry.
- iii. The CDOC will identify the proposal(s) most advantageous to the CDOC through an objective and competitive process. A committee will review all acceptable proposals in accordance with §24-103-203(7), C.R.S., and may request more information or clarifications from any Offeror. The committee will then recommend one or more proposals for the award. The Single Point of Contact will notify all Offerors of the final decision.
- iv. Mandatory Criteria. The CDOC may identify mandatory criteria. However, the CDOC reserves the right to waive mandatory requirements pursuant to Rule §24-103-301-03.
- v. Font size for basic narrative description must not be smaller than 10pt font Ariel, Courier, or Times New Roman are preferable. Do not send handwritten documents.
- vi. A proposal should be thorough, but not exhaustive, and it should address the requirements set forth in this solicitation and should provide sufficient details to allow the Evaluation Committee to determine whether the proposal demonstrates an understanding of the CDOC's needs, including the experience and resources necessary to carry out the work; and costs that are reasonable and consistent with the industry.
- vii. Evaluation Committee (Committee). The purpose of the Evaluation Committee is to review the submitted proposals, engage in candid and thorough discussions after independent evaluations, and recommend an Offeror for the award. The Committee will utilize measures to ensure the integrity of the evaluation process. The measures include the following:
 - a. Selecting committee members who possess no conflicts of interest related to this solicitation.
 - b. Facilitating independent reviews of proposals.
 - c. Requiring the evaluations of the proposals to be based strictly on the content of the proposals.
 - d. Ensuring the fair and impartial treatment of all Offerors.
- viii. Evaluation of Factors. An Evaluation Committee will evaluate proposals against all evaluation factors set forth in the RFP. The evaluation, including the results of any discussions, will result in determination by the committee of the competitive range of Offerors reasonably susceptible to receiving an award. Factors that would allow for success in meeting the responsibilities outlined in this RFP are:
 - a. Completeness and accuracy of the proposal in addressing CDOC needs and requirements as outlined in **Exhibit A** Statement of Work, Offeror Response and proposal Content.
 - b. Cost-Effectiveness: Reasonableness of the proposed budget in relation to the scope of work. The CDOC will consider price in determining the competitive range and apparent successful Offeror.
 - c. The CDOC reserves the right to determine an Offeror's responsibility based on factors such as financial, material, personnel resources and expertise; satisfactory record of past performance; satisfactory record of integrity; and status of debarment, Reference §24-101-310(43) C.R.S.

- d. Note: It is the Offeror's responsibility to assure that all required materials are included with the proposal. Failure of an Offeror to provide required information and/or failure to follow the response format for this RFP may result in reduced scoring and/or exclusion from the competitive range of Offeror proposals reasonably susceptible of receiving an award.
- ix. Weighted Scale Evaluation Process. In evaluating proposals submitted in response to this RFP, CDOC may employ a weighted scale evaluation process to ensure a fair and objective assessment of each submission. This process involves assigning weights to specific evaluation criteria based on their importance to the overall project goals and objectives. Each proposal will be evaluated against the criteria outlined in **Exhibit A** Statement of Work, Offeror Response and Proposal Content. Evaluators will assign a score to each criterion; the scores will then be multiplied by the corresponding weights to calculate a weighted score for each criterion. The total weighted score for each proposal will be determined by summing the weighted scores across all criteria.
- x. References. The CDOC may contact references, whether provided or not, and consider them as part of the evaluation. Past performance and feedback from references and the success of previous projects may be evaluated.
- xi. Demonstrations and Discussions. The Evaluation Committee's initial evaluation will be based on the written proposals. Offerors should confirm that their proposal adequately conveys the soundness of their approach and their understanding of the solicitation requirements. The Evaluation Committee may, if it deems necessary, request clarifications, conduct discussions or oral presentations, or request best and final offers. Per §24-103-203-03, discussions may be held with responsible Offerors whose proposals are determined to be reasonably susceptible to be selected for award to:
 - a. Promote understanding of the CDOC's requirements and the Offerors' proposals; and;
 - b. Facilitate a contract that will be most advantageous to the CDOC taking into consideration price and the other evaluation factors set forth in this RFP.
 - c. The Evaluation Committee may adjust its scoring based on the results of such activities. However, proposals may be reviewed and determinations made without such activities. Offerors should be aware that the opportunity for further explanation might not exist; therefore, Offerors should ensure that their submission is complete, and are encouraged to submit their best possible proposal, including pricing.
 - d. CDOC may request that clarifications resulting from discussions be submitted in writing by the Offeror(s) to the CDOC. Offerors will be given a reasonable timeframe in which to submit written clarifications and to provide any related revisions to their initial proposal. Such revisions will be limited to the guidelines included within the CDOC's requested clarifications. As discussions are at the CDOC's discretion, Offerors should not rely on the opportunity for discussions to clarify their proposal.
- xii. Best and Final Offer. The CDOC reserves the right to give Offeror(s) in the competitive range an opportunity to submit the best and final offer (BAFO) at any point during the negotiations process.
- xiii. Exceptions to State of Colorado Terms and Conditions. The standard terms and conditions in the State Personal Services Contract shall govern this procurement and are hereby incorporated by reference. Offerors must submit any requested changes to the state's contract template in redline format with their proposal. Please note that the section of the Contract identified as the Colorado Special Provisions are considered non-negotiable.

- a. The CDOC does not agree to accept any requested changes to the state's contract template and will only consider changes proposed by potential Offerors. While the CDOC will work with a potential Offeror on requested changes, none are guaranteed. Additionally, Offerors are cautioned that modifications to any of the provisions in the CDOC Personal Services Contract Template as well as other standard state **Exhibits** are considered to constitute an increased risk as well as increased costs to the State. Therefore, Offeror's noted exceptions may be considered in any evaluation.
 - b. Any changes requested to the Model CDOC Personal Services Contract or **Exhibits** accompanying this solicitation will constitute an increased timeline to contract execution as approvals may need to be obtained by multiple State Agencies (e.g., Department of Personnel and Administration, Attorney General, Colorado Department of Early Childhood, etc.). Therefore, any requested changes will take several weeks to review.
 - c. If no exceptions are noted, Offeror indicates their intent to accept the State of Colorado Terms and Conditions as-is.
- xiv. Notice to Nonresident Offerors. If a nonresident Offeror is from a state that provides a bidding preference to Offerors from that state, then a comparable percentage disadvantage will be applied to the Proposal of that nonresident Offeror pursuant to C.R.S. §24-103-908. The Offeror may obtain additional information from the department of personnel's website.

13. EVALUATION CRITERIA

The evaluation criteria to be used in evaluating the proposals are as follows (and are listed in no particular order):

A. Qualifications and Experience

- i. Do they have requirements from Statement of Work (**Exhibit A**)?
- ii. Organizational Information, leadership,
- iii. Staffing Information, key personnel, qualifications
- iv. Correctional/offender-specific operations and experience, current contracts,
- v. Licenses, certifications, insurance coverage.
- vi. Prior history with the State or CDOC.

B. Proposed Goods/Services

- i. Description of proposed Services,
- ii. Proposed staffing plan, staff qualifications, written employment policy,
- iii. Operations plan, description of services components,
- iv. Community partnerships and/or affiliations,
- v. Reporting and record-keeping services,
- vi. Invoicing policy, verification of service delivery.

C. Offerors Proposed Pricing and Terms

- i. Deliverables-based pricing criteria, scalability/flexibility,
- ii. Pricing policy,
- iii. Proposed basis for requesting future price increases,
- iv. Other proposed pricing, reimbursement policies.
- v. Is there an Offeror preference for their state.
- vi. Changes to the contract terms and conditions (this will subtract points)

14. PROFESSIONAL ETHICS AND FAIR BUSINESS PRACTICES

- A. Any person involved in the purchasing process for the State, any end users of such goods and services, any Offeror that does business with the state, and any other interested third parties to the procurement process shall enhance the proficiency and stature of the purchasing process by adhering to the highest standards of ethical behavior.
- B. The State of Colorado believes that all employees and community partners, whatever their gender, race, ethnicity, religion, national origin, age, sexual orientation, gender identity, citizenship status, education, disability, socio-economic status, or any other identity, feel valued and respected. We are committed to nondiscriminatory practices and providing equitable opportunities for employment and advancement in all our departments, programs, services, and worksites. We respect and value diverse life experiences and work to ensure that all voices are heard so that a person's future success is not determined by their identity.
- C. Offerors acknowledge that even the appearance of a conflict of interest may be harmful to the State's interests. Offerors shall disclose in their Proposals whether there currently is, or potentially could be, the appearance of a conflict of interest regarding this solicitation, its staff, any proposed subcontractors or partners, or any related business with the State. Reference §24-18-201, CRS, et seq. (Proscribed Acts Related to Contracts and Claims); §24-50-507, CRS (Conflict of Interest); §18-8-301, CRS, et seq. (Bribery and Corrupt Influence); §18-8-401, CRS, et seq. (Abuse of Public Office); §6-4-101, CRS, et seq., (Colorado Antitrust Act of 1992); §24-109-105, CRS (Debarment and Suspension); and Procurement Rule R-24-101-107-01 (Ethics).
- D. Offerors must disclose in its proposal any potential or actual conflict of interest in connection with a response to this solicitation. A conflict of interest may include, but is not limited to, access to any non-public information by the Offeror regarding the solicitation or its subject matter. Proposal submission and signature constitute the Offeror's acknowledgment and binding acceptance of all solicitation requirements, terms, and conditions.

15. AWARD

The CDOC will notify all Offerors who submitted a proposal when it issues a notice of intent to award via Bidnet and VSS sites. The CDOC reserves the right to award to multiple Offerors if applicable, and if it is determined to be in the best interest of the CDOC. The awarded Offeror(s) must act in good faith to execute an agreement on or before the anticipated contract start date. If this date is not met, through no fault of the CDOC, the CDOC, at its sole discretion, may cancel the notice of intent to award.

- A. The CDOC may negotiate with any Offeror to clarify the Offeror's Proposal or to effect modifications that will make the Proposal acceptable or more advantageous to the CDOC in alignment with the requirements as identified in this solicitation; however, any requirements identified in this solicitation may not be negotiated.
- B. Single Proposal. If only one proposal is received in response to a solicitation, an award may be made to the single Offeror or Offeror if the procurement official finds that the price submitted is fair and reasonable and that other prospective Offerors or Offerors had reasonable opportunity to respond. Reference Procurement Rule R- 24-103-201-02(d).
- C. Protests. Any actual or prospective Offeror who are aggrieved in connection with the solicitation or award of a contract may protest to the Single Point of Contact listed in the Schedule of Activities section and Tina Fay (email to tina.m.fay@state.co.us), CDOC Associate Director of Procurement. The protest shall be submitted in writing within ten business days after such an aggrieved person knows, or should have known, of the facts giving rise thereto.

16. ADMINITRATIVE INFORMATION

A. Security Provisions:

- i. Upon notification of award or full contract execution, the Contractor shall immediately initiate and expedite all these CDOC Enhanced Criminal Background Investigation (background check/fingerprint) requirements. Failure to complete this process within 30 days, or any Contractor-responsible delays that impede completion of this process disallowing for performance or services delivery, may trigger (CDOC or state contract rule procedure), including a formal demand to cure or contract termination. Contractor may be given additional consideration by CDOC for extenuating circumstance or delays on a case-by-case determination.
 - ii. All Contractor personnel responsible for delivering goods and providing services to CDOC may be required to complete a criminal history check, background screening, fingerprinting, and drug testing conducted by CDOC. Additionally, CDOC reserves the right to verify your employment history, any disciplinary actions, educational credentials, and professional licenses.
 - iii. The Colorado Revised Statute (C.R.S.) §27-90-111 may apply in specific situations.
 - iv. All Contractor personnel who come onto CDOC property who perform services shall be required to sign a "Consent to Search Authorization" form before CDOC shall permit access to any correctional facility.
 - a. Only the individual who has provided consent for the search is permitted.
 - b. Pets are not permitted in vehicles on State property,
 - c. Alcohol and drugs are prohibited in vehicles on State property,
 - d. Firearms are not allowed in vehicles on State property.
- B. In the event of a facility disturbance or event, CDOC may temporarily detain the entry and exit of all traffic from the facility. All reasonable efforts shall be made to release the Contractor's personnel and any equipment as quickly as possible while maintaining the security of the CDOC facility.
- C. Cell phones, cameras, tablets, and laptops will be restricted on all CDOC properties. Accommodation may be made if prior approval is requested at least 4 days in advance, subject to the discretion of the individual facility. East Canon Correctional Prison Complex does not allow cell phones, cameras, tablets, and laptops past checkpoint without prior authorization.
- D. No tobacco or vapes, weapons, or other contraband items will be allowed.
- E. CORE Registration. Unless otherwise noted, before the CDOC can execute a contract for any Offeror, that Offeror must be registered in CORE, which can be completed through Vendor Self Service at www.colorado.gov/vss.
- F. Electronic Funds Transfers (EFT). Awarded Offerors are encouraged to sign up for EFT.
- G. News Releases. Offerors may not issue any news releases pertaining to this solicitation without the CDOC's prior written approval.
- H. Taxes. The CDOC 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. §39-26-114(a). The Colorado State and Local Sales Tax Exemption Number is 98-02565. When materials are purchased in certain political subdivisions (for example - City of Denver), the Offeror 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.

17. DEFINITIONS, TERMS, AND ACRONYMS

- A. **AR** means administrative regulation.

- B. **Awarded Contractor/Vendor/Offeror/Respondent** means the Offeror whose proposal the CDOC determines to be most advantageous and is approved and accepted by CDOC which enables CDOC to undertake a Contract with the Contractor for the purchase of the services or goods or both.
- C. **Offeror** means any organization or individual submitting a proposal in response to a Request for Proposal (RFP) solicitation. More generally to mean any organization or individual submitting an offer, proposal in response to any type of procurement solicitation. Same as Offeror, Vendor, or Respondent.
- D. **Business Day** means any day in which the CDOC is open and conducting business, but shall not include Saturday or Sunday or any day on which the CDOC observes the holidays listed in §24-11-101(1), C.R.S.
- E. **CDOC** means Colorado Department of Corrections or State.
- F. **Chief Procurement Officer** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the State.
- G. **CJI** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under C.R.S. 24-72-302.
- H. **Contract** means any type of state Agreement, regardless of what it may be called (purchase order, Agreement, contract, etc.), between a governmental body and a contractor, where the principal purpose is to acquire supplies, services, or construction or to dispose of supplies for the direct benefit of a governmental body. "Contract" includes commitment vouchers as described in §24-30-202 C.R.S.
- I. **Contract Funds** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under Contract.
- J. **Contractor** means any organization or individual that seeks to provide or is already providing goods or services. Often synonymous with selected, successful, or awarded Offeror, Offeror, or Vendor.
- K. **CORA** means Colorado Open Records Act, §24-72-200.1 et seq., C.R.S.
- L. **C.R.S.** means Colorado Revised Statutes as amended.
- M. **Data Sharing Agreement** means a formal contract that details what is being shared and the appropriate use for the data.
- N. **HIPAA** means Health Information Portability and Accountability Act.
- O. **Offender** means member of the CDOC inmate population (including YOS).
- P. **OIT** means Office of Information Technology.
- Q. **PHI** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of any individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to any information defined as Individually Identifiable Health Information by the Federal Health Insurance Portability and Accountability Act.
- R. **PII** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.R.S. §24-72-501 and §24-73-101.
- S. **PREA** means Prison Rape Elimination Act.
- T. **Proposal** means an offer in response to a Request for Proposal (RFP) solicitation.

- U. **RFP** means Request for Proposal, a procurement solicitation that seeks offers from organizations or individuals to perform the scope of work or provide goods as defined in the RFP. An RFP is issued with the intent of selecting the most advantageous proposal, making an award to that Offeror(s) and entering into a Contract. Award selection is based on multiple factors; price being one, but sometimes price may not be the critical factor.
- V. **SDVOSB** means Service-Disabled Veteran-Owned Small Business Participation.
- W. **Solicitation** means a document issued by a prospective buyer that requests competitive offers from organizations or individuals to sell the goods or services or both that are specified in the document. A solicitation typically results in an award of a Contract or Purchase Order for the goods or services based on an award methodology defined in the solicitation. Types of solicitations issued by the State of Colorado agencies include: Request for Proposals (RFP), Invitation for Bid (IFB), Documented Quote (DQ).
- X. **State Confidential Information** means any State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach or any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- Y. **State Fiscal Rules** means those fiscal rules promulgated by the Colorado State Controller pursuant to C.R.S. §24-30-202(13)(a).
- Z. **State Fiscal Year** means a twelve (12) month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- AA. **State Records** means any State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- BB. **Subcontractor** means an Offeror selected by the Contractor that enters into a contractual relationship with the primary Contractor to carry out the project as a result of the solicitation.
- CC. **VSS** means the State of Colorado's Vendor Self-Service System website located at www.colorado.gov/vss. All solicitations published by State agencies and institutions are published on VSS, unless specific entities have been granted to opt out of the program. Offerors have access to this website.
- DD. **YOS** means Youthful Offender System within the Colorado Department of Corrections, Division of Adult Parole, Community Corrections, and Youthful Offender System.