



COLORADO

**Department of
Regulatory Agencies**

Executive Director's Office

Request for Proposals (RFP)

Colorado Department of Regulatory Agencies

RFP #2027000060

Physician, Physician Assistant, and Anesthesiologist Assistant Peer

Health Assistance Program

Proposal Due Date: 10/28/2026

Vendor Response Signature Page

RFP SJAA 2027000060 Physician, Physician Assistant, and Anesthesiologist Assistant Peer Health Assistance Program

VENDORS: See the solicitation document below for the response deadline and other response submission information and requirements.

Vendors responding to this solicitation must fill out this page in its entirety, sign and return with vendor's response. This page must bear a physical or electronic signature, as electronic signature is defined in the "Uniform Electronic Transactions Act", section 24-71.3-102 (8), evincing an intent by the vendor to be bound by its response. Failure to do so may disqualify the vendor response.

The undersigned understands and agrees that misrepresentation made in this response and/or subsequent discussions or information presented to the State may be deemed sufficient cause for the refusal by the State to execute a contract as a result, and that that later discovery of any omission or misrepresentation made in the solicitation response and/or subsequent discussions or information presented to the State may be grounds for the cancellation of an existing contract.

LEGAL COMPANY NAME (OFFEROR)

VENDOR INSERT: Full Legal Company Name

AUTHORIZED SIGNATURE

By: Name of Person Signing for Contractor

TYPED/PRINTED NAME

VENDOR INSERT: Signer's Full Name

TITLE

VENDOR INSERT: Title of Signer

PHONE NUMBER

VENDOR INSERT: Signer's Phone Number

EMAIL ADDRESS

VENDOR INSERT: Signer's Email Address

CONTACT FOR CLARIFICATIONS

VENDOR INSERT: Name of Contact

TITLE

VENDOR INSERT: Title of Contact

EMAIL ADDRESS

VENDOR INSERT: Email Address of Contact

PHONE NUMBER

VENDOR INSERT: Phone Number of Contact

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1. INTRODUCTION

A. General Information

On behalf of the State of Colorado, the Department of Regulatory Agencies is issuing this Request for Proposals for the Physician, Physician Assistant, and Anesthesiologist Assistant Peer Health Assistance Program.

B. Background

The purpose of this RFP is to solicit proposals for designated provider for the Physician, Physician Assistant, and Anesthesiologist Assistant Peer Health Assistance Program (“Program”), as defined in section 12-240-131, C.R.S. The Department of Regulatory Agencies, Division of Professions and Occupations, herein referred to as the “State”, is the agency responsible for regulating physicians, physician assistants and anesthesiologist assistants in the State of Colorado. These professions operate under the Colorado Medical Board (“Board”) which is responsible for licensing, enforcement and rulemaking. The Division of Professions and Occupations (“Division”) is responsible for the administrative functions related to the Board.

Pursuant to section 12-240-131, C.R.S. physician, physician assistant, and anesthesiologist assistant applicants for licensure and renewal in the State of Colorado shall pay a fee set by the board. The fee is to support designated providers selected by the board to provide assistance to physicians, physician assistants, and anesthesiologist assistants needing help in dealing with physical, emotional or psychological programs that may be detrimental to their ability to practice medicine, practice as a physician assistant, or practice as an anesthesiologist assistant, as applicable. Money collected from the fee is transferred to an administering entity, which distributes the money collected, less expenses, to the approved designated provider as directed by the Board.

The Board is authorized under section 12-240-131, C.R.S. to select one or more peer health assistance programs as designated providers. In order to maintain clarity and consistency in this RFP, applicants and licensed physicians, physician assistants, and anesthesiologist assistants eligible to receive services from the

Awarded Offeror will be identified as “Program Recipients” and referred to throughout the remainder of the RFP as “Recipients”.

The Board is soliciting a designated provider(s) to assume the responsibility and continuation of providing the services of the physician, physician assistant, and anesthesiologist assistant peer health assistance program for Recipients as set forth in this RFP and in C.R.S. 12-240-131. Certain statutory standards (found in C.R.S. 12-240-131) must be met by the potential Offerors. The potential Offerors must be in conformance with, and describe or demonstrate how the requirements of C.R.S. 12-240-131 shall be complied with, to wit:

Per C.R.S. 12-240-131, to be eligible for designation by the Board pursuant to this section, a program shall:

- (I) Provide for the education of physicians, physician assistants, and anesthesiologist assistants with respect to the recognition and prevention of physical, emotional, and psychological problems and provide for intervention when necessary or under circumstances that may be established by rules promulgated by the board;
- (II) Offer assistance to a physician, physician assistant, or anesthesiologist assistant in identifying physical, emotional, or psychological problems;
- (III) Evaluate the extent of physical, emotional, or psychological problems and refer the physician, physician assistant, or anesthesiologist assistant for appropriate treatment;
- (IV) Monitor the status of a physician, physician assistant, or anesthesiologist assistant who has been referred for treatment;
- (V) Provide counseling and support for the physician, physician assistant, or anesthesiologist assistant and for the family of any physician, physician assistant, or anesthesiologist assistant referred for treatment;
- (VI) Agree to receive referrals from the board;

(VII) Agree to make their services available to all licensed Colorado physicians, licensed Colorado physician assistants, and licensed Colorado anesthesiologist assistants.

The person, firm or organization awarded a contract shall provide services that meet or exceed the statutory requirements above.

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

C. Overview and Goals

The goal of this program is to provide for the education of Recipients with respect to the recognition and prevention of physical, emotional, and psychological problems and provide for intervention when necessary or under circumstances which may be established by rules promulgated by the Board; offer assistance to a Recipient in identifying physical, emotional, or psychological problems; evaluate the extent of physical, emotional, or psychological problems and refer the Recipient for appropriate treatment; monitor the status of a Recipient who has been referred for treatment; provide counseling and support for Recipients and for family of any Recipient referred for treatment; agree to receive referrals from the Board; agree to make services available to all Colorado licensed physicians, Colorado licensed physician assistants, and Colorado licensed anesthesiologist assistants. It is the intent of the Board to contract with one or more Awarded Offerors to provide the desired services.

The approximate number of licensees as of February 13, 2026 are as follows:

Active Physicians: 34,240

Inactive Physicians: 271

Active Physician Assistants: 6,475

Inactive Physician Assistants: 188

Active Anesthesiologist Assistants: 289

In Fiscal Year 2025 there were approximately 226 new referrals to the current Program.

Physicians, physician assistants, and anesthesiologist assistants with active and inactive licenses pay the peer health assistance fee every two-year renewal cycle. The current fee is \$80 per two-year renewal cycle. The Board licenses an average of 4,049 new physicians, physician assistants and anesthesiologist assistants each year. These new licensees pay the peer health assistance fee as part of the application process and should be considered in the overall number of Recipients who could potentially seek services from the Program.

Funds may be dispersed in future contract renewal years provided the Awarded Offeror is in compliance with the terms of the contract, passes performance and financial audits as determined by the State, that the money is available in the Fund and authorized by the State for disbursement to the Program through the administering entity, and that a State approved contract amendment or option to renew, as applicable, is executed. All funds are to be used in the provision of services pursuant to the terms of the contract and not used to obtain other funds or for other expenditures including but not limited to grants, fundraising or other supplemental funding for the Awarded Offeror, or expenditures not specific to the work described in this RFP and an awarded contract. The Awarded Offeror may not purchase physical assets from moneys distributed from the Fund, unless Board approved. Cost of treatment for a Recipient shall be the responsibility of the Recipient and shall not be funded through the Program.

C.1. Definitions

“Act” or “Practice Act” means the Practice Act or Acts for the medical professions referenced in this RFP.

“Administering Entity” means the entity selected by the State to be responsible for money collected and the distribution of moneys collected, less expenses, to the Successful Offeror, as directed by the State pursuant to statute.

“Adverse Action” means an action that reduces, restricts, suspends, revokes, or denies clinical privileges or membership with an employer, practice group, peer review body, health care institution, or a professional or medical society or association. “Adverse Action” also includes the surrender of membership on any medical staff or in any medical or professional association or society while under investigation by any of those authorities or bodies.

“Applicant” means a person who has applied for licensure, registration or certification and has paid all required fees to the State for a profession regulated by the Colorado Medical Board.

“Approved Designated Provider” means the Successful Offeror(s) identified in this RFP and selected to provide the peer health assistance services described in the RFP.

“Board” means the Colorado Medical Board.

“Contractor” means the Offeror(s) awarded a Contract to provide the services contained in this RFP and Contract.

“C.R.S.” means Colorado Revised Statutes.

“Division” means the Colorado Division of Professions and Occupations, a division within DORA.

“DORA” means the Department of Regulatory Agencies

“Fee for Service” means peer services for a Professional or Professionals who do not have an active license. May also include licensed professionals not included in this RFP.

“Monitoring Agreement” means a contractual agreement between the Contractor and the Recipient for completion of any treatment recommended by the Contractor. The agreement must include notice to Recipients of their rights and responsibilities, possible consequences of non-compliance and discharge criteria.

“Offeror” or “Proposer” means any potential provider interested in providing the services contained within this RFP.

“PAP” means “peer assistance provider”, which is the provider(s) selected by the State in accordance with statute to provide the services described in this RFP.

“Peer Designated Provider” means the provider(s) selected by the State in accordance with statute to provide the services described in this RFP.

“Peer Statute or Program Statute” means the statutes related to the programs described in this RFP and referenced in Section 1 of this RFP related to peer health assistance.

“Professional” means a person who is licensed in Colorado as a physician, physician assistant, or anesthesiologist assistant.

“Program” means the Physician, Physician Assistant and Anesthesiologist Assistant Peer Health Assistance Program as defined in section 12-240-131, C.R.S.

“Recipient” means any physician, physician assistant, or anesthesiologist assistant who has been referred to, either by the Division, voluntary, or self-referral, and receives services from the Successful Offeror.

“Recipient known to the Board” means a Recipient ordered by the Board to Peer Designated Provider, or a Recipient referred by the Peer Designated Provider to the Board.

“State” means the State of Colorado, through its contracting agents DORA or the Division and Board.

“Voluntary Treatment Program” means a program whereby Recipients proactively seek services from the PAP and the identities of these Recipients are not known to the Board/State. Recipients are eligible for the Voluntary Treatment Program if the Recipient proactively seeks and complies with a health evaluation and any recommended treatment, as deemed necessary by the PAP. Recipients are not eligible for confidential assessment and monitoring through the PAP under the following circumstances:

- a) Recipients referring for an illness or condition that has resulted in patient harm or compromised patient safety as determined by the Board designated peer health provider;
- b) Recipients referring for an illness or condition that has resulted in conduct that violates state or federal law, including the Medical Practice Act;
- c) Recipients referring for an illness or condition that has contributed to or resulted in an Adverse Action or Professional Disciplinary action; or
- d) Recipients who have been Board ordered for evaluation by the Board for an illness or condition are not eligible for confidential assessment and monitoring for that same illness or condition for a one-year period.

D. Sole Point of Contact

- i. The State's sole point of contact for this solicitation is Adina Lynch, who may be reached via email at adina.lynch@state.co.us, or via phone at 303-894-2131.
- ii. Because phone lines may not be consistently monitored, email is the preferred method of communication. The individual listed above is the sole point of contact for this solicitation. Initiating contact with anyone other than this individual may result in Offeror disqualification.

E. Schedule of Activities

- i. 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 State. All times are considered in Mountain Time (MT), as adjusted for daylight savings.
- iii. The date of publication for this solicitation on Colorado VSS is **9/28/2026**.
 - a. Written inquiries must be submitted to adina.lynch@state.co.us no later than **10/5/2026 5p.m.**
 - b. [Reserved]
 - c. The estimated date for the State's responses to vendors' written inquiries to be published on Colorado VSS is **10/12/2026**.

- d. All proposals must be submitted in the method described below no later than **10/28/2026 5p.m.**
- e. A public opening of the proposals will be held via a virtual meeting please email the sole point of contact to send you a Google invite no later than **October 25, 2026**. The virtual meeting will be held at **9AM MST on October 29, 2026**.
- f. The estimated date for demonstrations from selected proposers is **11/9/2026, if the evaluation committee deems necessary**.
- g. The estimated date for the publication of an Intent to Award on Colorado VSS is **12/1/2026**.

F. [Reserved]

G. Start Date

The desired Contract start date is February 1, 2027.

H. Anticipated Contract Term

- i. The initial term of the awarded Contract is anticipated to begin on February 1, 2027 and end on January 31, 2028. This Contract may be renewed for up to four additional one-year periods at the sole discretion of the State. The total duration of the Contract, including all options, is not anticipated to exceed **five (5) years**.
- iv. The State may extend the Contract beyond the anticipated term in accordance with the Colorado Procurement Code, and in the event that the State determines an extension is necessary.
- v. The State may, within its sole discretion, choose not to exercise any option or extension term in the Contract for any reason. If the State chooses not to exercise any option or extension term, it may re-procure the goods and/or services in its sole discretion.

2. [RESERVED]

3. REQUIREMENTS

A. Accessibility Requirements

- i. All work performed as a result of this solicitation must comply with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by the Office Of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. and 3) 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.

B. Insurance Requirements

The awarded Offeror will be required to submit a certificate(s) of insurance evidencing insurance coverage for, at minimum, 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 an attachment, prior to execution of the Contract or Purchase Order.

C. Mandatory Requirements

- i. Reference Section 6.C. Proposal Evaluation Criteria below.

4. **STATEMENT OF WORK**

A. Statement of Work and Deliverables

This Statement of Work describes the deliverables sought through this RFP and the scope of what the awarded Offeror will be expected to offer through the contract resulting from this RFP.

Statement of Work Technical Requirements

4.1 General Requirements

- 4.1.1 The successful Offeror shall provide the peer health assistance services identified in this RFP and pursuant to Section 12-240-131, C.R.S. The State makes no guarantees as to minimum or maximum volumes.
- 4.1.2 The successful Offeror shall be required to make services available to Recipients statewide in all geographic areas of Colorado.
- 4.1.3 Offeror shall be required to provide services to Recipients with program coverage twenty-four (24) hours a day, seven (7) days a week.

- 4.1.4 Offerors shall be required to review the attached Model Contract set forth in Exhibit A and note any exceptions. Unless Offeror notes exceptions in its proposal, the conditions for the Model Contract will govern. The Offeror shall identify clearly any exceptions to the model contract. Requested changes may or may not be accepted by the State and may require negotiations. The scope of requested exceptions is considered in the award determination.

OFFEROR RESPONSE 4.1 General Requirements Offeror must detail how the Proposal complies with each of the requirements above. Include how Offeror will make services, including intake, evaluation, monitoring, etc. available to Recipients who are not located near available office locations. Offeror must also include how it will include all geographic areas and 24/7 program coverage, office locations, available staff during business hours and non-business hours, available contact methods and processes to ensure coverage as well as responding to requests for urgent assistance. Include model contract exceptions, if any. Number responses according to the corresponding requirement numbers above.

4.2 Evaluation and Intake

- 4.2.1 The Successful Offeror shall be required to assess all Recipients referred by the State, either for participation in the program or for evaluation only and may re-evaluate Recipients upon relapse or other significant event, or failure to engage in their treatment program. Recipients who self-refer shall also be evaluated and may be accepted into the program.
- 4.2.2 Offeror shall have a process for intake, collecting information and setting timelines/appointments prior to evaluation, and for steps to be taken for Recipients who seem to be in distress during the initial contact.
- 4.2.3 The Successful Offeror shall be required to complete a Comprehensive Biopsychosocial Evaluation that is sufficient to determine the extent of the Recipient's physical, emotional, psychiatric, psychological, drug abuse, or alcohol abuse problems, if any.
- 4.2.3.1 Offeror shall complete an evaluation of whether the Recipient is addicted to or dependent on alcohol or habit-forming drugs; or is a habitual user of controlled substances as defined in §18-18-102(5) C.R.S., or other drugs having similar effects; and whether the Recipient has a physical or mental disability that renders the Recipient unable to practice with reasonable skill and safety.
- 4.2.3.2 Additional tools shall be used in combination with a comprehensive biopsychosocial evaluation interview, including urinalysis and/or other collateral information to determine if the Recipient is a habitual user dependent upon, or addicted to, any controlled substance as defined in the program's related statute. The Recipient shall be provided with several approved, conveniently located collection sites to provide a urine specimen for drug and alcohol

testing. Urinalysis shall be provided the same day as the evaluation, for the presence of alcohol and other drugs. The results shall become part of the evaluation record.

4.2.3.3 As part of the evaluation, the Successful Offeror shall be required to:

- Obtain from Recipients “known to the Board” a legally adequate release of records/information to the State only in connection with an investigation, disciplinary action, or other purpose authorized by statute;
- Obtain release of records/information from Recipients “known to the Board” only in connection with an investigation, disciplinary action, or other purpose authorized by statute that is legally adequate to permit Offeror to provide the State with records, including Recipient records received from other sources in the Offerors custody;
- Prior to the evaluation, advise each Recipient as to the limits of the confidentiality of personal health information provided to the Offeror as it relates to disclosure to the Board.
- Obtain releases of information, consents, notice of confidentiality.
- Obtain authorization to release information that is legally adequate to permit Contractor to provide the State with records in connection with an investigation, disciplinary action, or other purpose authorized by statute, or each Recipient’s records, including records received from other sources in the Contractor’s custody. Evaluation shall not be conducted without signed authorization/release to the State;
- Confirm safety of the Recipient.
- Confirm licensure of Recipient on DORA website; or if the Recipient is an applicant, confirm application status by requiring Recipient to provide documented confirmation that they have applied.
- Determine potential patient safety issues; and
- Conduct a criminal record background check, including a fingerprint background check through the Colorado Bureau of

Investigation, on all Board ordered evaluations. This background screen must be done prior to the scheduled evaluation appointment with the Recipient. If the Recipient has resided or practiced in another state, a national criminal background check shall be conducted, and license information shall be obtained from other states.

- 4.2.4 Successful Offeror shall not charge the Recipient, as defined in this RFP, a fee for the evaluation. Professionals who do not have an active license and have not applied for licensure may receive services on a fee-for-service basis and be provided with the same program services, including evaluation.
- 4.2.5 If necessary, the Offeror may complete additional diagnostic work or specialized examinations including psychiatric exams, medical evaluation, physical examination, neurological/cognitive exams, pain management evaluation, and fitness for duty evaluation. These evaluations may be paid for by the Recipient.
- 4.2.6 Recipients who require evaluation outside the scope of practice of Offeror, known as Third Party Evaluations, shall be referred to appropriate, licensed, board certified, specialized professionals for a specialized examination to supplement the biopsychosocial evaluation conducted by Offeror. These evaluations may be paid for by the Recipient.
- 4.2.7 If upon conclusion of the evaluation it is determined that there are no physical, emotional, psychiatric, psychological, drug abuse, or alcohol abuse problems that are affecting safety to practice, Recipient shall be offered short term problem resolution services to address any other issues that may be troubling to the Recipient. In cases where such Recipients were not referred by the State, they shall remain unknown to the State.
- 4.2.8 If at the conclusion of the evaluation, the awarded Offeror has determined the Recipient is not safe to practice, the State shall be notified in writing as mutually agreed upon in Board protocols. The Recipient shall be asked to sign a cease or non-practice agreement between the Contractor and Recipient, which shall be enforced by notification to employer and the State as agreed upon in Board protocols. An appointment shall be scheduled to review and sign a Rehabilitation Contract between the Contractor and Recipient.
- 4.2.9 In the event a determination cannot be made of whether the Recipient is safe to practice, the Recipient shall be directed to cease practice, including a cease practice agreement, until a determination can be made. The

agreement is enforced through notification to the State as mutually agreed upon in Board protocols and notification to the Recipient's employer or practice supervisor.

Should the Recipient be found not safe to practice and refuse to sign a Rehabilitation Agreement, the State shall be notified in writing as mutually agreed upon in Board protocols.

4.2.10 From the evaluation appointment to determination of next steps, the Successful Offeror shall gather and compile collateral information, drug and alcohol test results, and review all information obtained to complete a written evaluation. The written evaluation summary shall include findings, diagnoses, and determination regarding ability to practice with reasonable skill and safety, and address whether Recipient is addicted to or dependent on alcohol or habit forming drugs; or is a habitual user of controlled substances as defined in section 18-18-102(5), C.R.S. or other drugs having similar effects; and whether the Recipient has a physical or mental disability that renders the Recipient unable to practice with reasonable skill and safety.

4.2.10.1 This evaluation shall determine the Recipients to be, 1) only safe to practice with reasonable skill and safety with treatment and monitoring; 2) not safe to practice; or 3) safe to practice. If the Recipient is known to the Board, the awarded Contractor shall provide the written evaluation to the State. If the Recipient is self-referred, the written evaluation will be provided to the State if the Recipient is determined to be, 1) only safe to practice with reasonable skill and safety with treatment and monitoring (if the Recipient refused to sign a contract or becomes non-compliant with said contract); or 2) not safe to practice.

4.2.10.2 If the Recipient is known to the Board or the written evaluation is due to the State pursuant to 4.2.10.1 above, Successful Offeror shall provide an evaluation report to the Board within 90 days of Recipient intake, unless permission has been sought by the Offeror and approved by the Board to extend the time period beyond 90 days. If the Recipient is self-referred but must be reported to the Board pursuant to 4.2.10.1 for one of the conditions therein, the Successful Offeror shall provide a report to the Board within 24 hours or the next business day of the date the Recipient becomes non-compliant or is determined to not be safe to practice.

OFFEROR RESPONSE 4.2 Evaluation and Intake. Offeror must detail how the Proposal meets

each of the requirements above. Describe the process, timelines, resources, and tools used to meet each requirement. For the Biopsychosocial Evaluation, describe what is included and provide a sample evaluation report. Confirm that Recipients shall be offered the earliest initial available time slot but may choose to request a later appointment time to meet individual needs and schedules. Identify the latest date for which a Recipient will be allowed to schedule an appointment. Confirm that any referring party “no later than dates” shall be explicitly reviewed at the time of scheduling and potential consequences of non-compliance with dates are discussed with the Recipient, including the potential that a later-scheduled appointment may prevent the Successful Offeror from complying with its responsibility to complete its evaluation within 90 days of intake. Include the intake process and information gathered, appointment setting process and timelines and intake process for Recipient’s who seem to be in distress during the initial contact. Include a sample confidentiality agreement or Release of Information that advises Recipient as to the limits of the confidentiality of personal health information provided to the Offeror as it relates to disclosure to the Board. Number responses according to the corresponding requirement numbers above.

4.3 Treatment and Monitoring

- 4.3.1 The Successful Offeror may refer Recipients for appropriate treatment that is paid for by the Recipient. Treatment may include, but is not limited to, substance abuse; mental health; psychiatric; medication; neurological/cognitive; and pain management.
- 4.3.2 Offeror is required to monitor the status of a Recipient who has been referred for treatment and, if applicable, monitor Recipients according to the requirements determined by the State as set forth in the Recipient’s Stipulation or Final Agency Order (“Order”). Successful Offeror shall report Recipient’s compliance and progress to the Board. Offeror shall systematically and routinely review urinalysis reports and all other collateral reports that describe Recipient’s progress and compliance as well as engage in routine conversations with Recipients and their providers for monitoring.
- 4.3.3 Offeror shall be required to provide a copy of the contractual agreement, and any amendments to the contractual agreement, to the State for each Recipient with active cases in a manner mutually agreed upon. For purposes of this Statement of Work, “Recipients with active cases” include those Recipients under current order from or agreement with the Board to receive an evaluation; treatment referral and/or monitoring, and those Recipients whose cases were referred to the Division’s Office of Expedited Settlement or Office of the Attorney General.
- 4.3.4 The Successful Offeror shall be required to provide notification to the State, either written or verbal, as mutually agreed upon in Board protocols, within twenty-four (24) hours or the next business day, of any Recipients: (a) known or believed to be unable

to practice with reasonable skill and safety or (b) if the Recipient has a mental health or substance abuse relapse. If such notification is verbal, the Successful Offeror will be required to follow up in writing the next business day.

- 4.3.5 The Successful Offeror shall be required to provide counseling and support for Recipients and for the family of any Recipient referred for treatment.
- 4.3.6 Recipients determined to be not safe to practice without monitoring and/or treatment through the evaluation process will be required to enter into a monitoring agreement between Successful Offeror and Recipient inclusive of rights, responsibilities, consequences of non-compliance and discharge criteria. The agreement provides a clear, written structure for Recipient rehabilitation and objective measures to assure public safety. The Monitoring Agreement shall include any specific requirements as determined by the State as set forth in the Recipient's Stipulation or Final Agency Order or Confidential Agreement.
- 4.3.7 Offeror shall establish a monitoring process once a Monitoring Agreement has been signed.
- 4.3.8 In the instance that the Recipient is practicing in their profession and is non-compliant due to a relapse to alcohol or drug use or behavioral relapse, or other circumstances creating unsafe practice, the Recipient shall be contacted by Offeror to ensure that the Recipient understands the need to notify their employer/supervisor or work practice monitor as well as establish a face-to-face meeting for re-evaluation which must occur no later than the next business day with the Recipient.
- 4.3.9 State shall be notified in writing within 2 business days that a Recipient with an active case has successfully completed their Contract or Agreement, therefore having completed the program. Successful Offeror shall also report Recipients that have completed the program in a quarterly program report to the State.
- 4.3.10 Offer shall have a discharge process for Recipients who successfully complete the program.

OFFEROR RESPONSE 4.3 Treatment and Monitoring: Offeror must detail how the Proposal meets each of the requirements above. Describe the processes, resources, and tools for providing treatment and monitoring for each of the requirements, the discharge process, and tools utilized for monitoring. Number the responses according to the corresponding requirements above.

4.4 Education

- 4.4.1 The Successful Offeror shall be required to provide for the education of physicians, physician assistants, and anesthesiologist assistants with respect

to the recognition and prevention of physical, emotional, and psychological conditions and provide for intervention when necessary or under circumstances established by the Board or rule.

OFFEROR RESPONSE 4.4 Education. Offeror must detail the processes, resources, and tools for providing education to professionals regarding the recognition, identification, and prevention of physical, emotional, psychological, drug abuse, or alcohol abuse problems. Describe the methods in which education will be extended and to the extent known, the venues for delivery. Describe Offeror's menu of informational programs related to program services and the prevention of physical, emotional and psychological problems, and the educational and program information available on Offeror's website.

4.5 Customer Service

The Successful Offeror shall be required to:

- 4.5.1 Provide a level of customer service to meet the reasonable needs of Recipients and the State.
- 4.5.2 Create and maintain a website that provides information to Recipients and provides a means for communicating information to/from Recipients in a secure manner, as well as provide a toll-free telephone number. The Successful Offeror shall also be required to provide a means for communicating non-confidential information with/to Recipients by way of email. The Successful Offeror will be required to respond to all written or electronic communications and telephone calls from Recipients within two business days. Successful Offeror's email communications shall include encrypted email that complies with applicable state and federal confidentiality requirements, including HIPAA and 42 CFR, Part 2. Include the resources and tools Offeror has available to meet this requirement.
- 4.5.3 Comply with all applicable laws regarding public accommodations and shall provide the same terms of service, full and equal service, accommodation, access, conditions, and privileges to all Recipients.
- 4.5.4 The Offeror shall be required to provide the State samples of all materials to be made available or delivered to Recipients and permit the State to review and approve before distributing on behalf of the State, including but not limited to forms, correspondence templates and information handbooks, etc.
- 4.5.5 Be required to respond to Division inquiry, written, electronic or by telephone, within two business days. Requests labeled "urgent" should be responded to within one business day.

OFFEROR RESPONSE 4.5 Customer Service. Offeror must detail how its proposal complies with each of the requirements above. Also include business days, hours of operation, methods of customer service available to Recipients to obtain information and have their questions answered, available access (i.e. phone, email, chat, etc.), and Recipient forms available on website. Describe any alternative services available, if any, for accommodations. Number responses according to the corresponding requirement numbers above.

4.6 Information, Database and Records Management

4.6.1 The Successful Offeror shall be required to maintain Recipient records and files for a minimum of ten (10) years in compliance with State and Federal laws.

4.6.2 The Successful Offeror will be required to provide testimony by the appropriate person(s) in contested cases if requested by the State, at no cost to the State. Describe Offeror's willingness to comply with this requirement and the process for ensuring compliance by appropriate staff.

4.6.3 Describe the process for ensuring Recipient privacy, confidentiality, safety and adherence to legal and ethical standards and in accordance with all applicable state and federal confidentiality requirements related to Recipients health information and electronic health information, including HIPAA and 42 CFR Part 2. Federal privacy and security regulations require physical, technical, and administrative safeguards for the handling of Recipient's health information and electronic health information. Successful Offeror shall be responsible for implementing and maintaining ongoing compliance with any state and federal confidentiality requirements for handling a Recipient's health information, whether or not the requirements are listed below. Offeror shall have safeguards in place for the following: Administrative; Physical; and Technical. Describe Offeror's safeguards covering, but not limited to, these areas and how Offeror monitors required safeguards to ensure compliance with all state and federal laws and requirements.

4.6.4 Offeror shall maintain a case management database or system for ongoing data collection and reporting for Recipients.

4.6.5 Offeror shall be required to have a system in place to monitor contract requirements and compliance with the requirements.

OFFEROR RESPONSE 4.6 Information, Database and Records Management. Offeror shall describe how its Proposal complies with the requirements above. Include data to be stored (current and historical) in its case management system and the

process for collection and maintenance of the data. Describe the system for monitoring Recipient's contract requirements and compliance, and reporting capabilities. Offeror's responses should be numbered to correspond to the requirements above.

4.7 Communications and Reporting

The Successful Offeror shall:

4.7.1 Provide the Division with the following reports, per a schedule and format approved by the Division, and as needed on an ad-hoc basis. Unless otherwise specified, all reports must be submitted on a quarterly basis.

4.7.1.1 Provide Program Quarterly Reports on a schedule mutually agreed upon by the Successful Offeror and the State. These reports must include data from the previous quarter. These reports must detail the following service demographics, where applicable:

- Current number of Recipients served in the Program;
- Number of Recipients under case management;
- Number of monitoring contracts;
- Number of Recipients known to the State;
- Number of Recipients unknown to the State;
- Number of peer support group or peer education session Recipients;
- Number of evaluations completed;
- Number of evaluations - recommended for contract;
- Number of evaluations - not recommended for contract;
- Number of State ordered evaluations completed;
- Number of voluntary evaluations completed;
- Number of Recipients under a cease practice agreement;
- Number secondary referrals to Third Party Providers pending;
- Number of Recipients terminated without successfully completing the Program;
- Number of Recipients who successfully completed Program;
- Number of referrals back to the State for non-compliance;

- Number of fee-for-service Participants;
- Education and Outreach; and
- Other contract activity details.

The demographic breakdown in these quarterly reports must include:

- Presenting problems;
- Diversion of drugs;
- Types of drugs diverted;
- Type of initial treatment;
- Type of license;
- Length of recovery;
- Relapses;
- Location of Recipient's residence;
- Referral source;
- Marital Status;
- Ethnicity;
- Gender;
- Age;
- Practice setting;
- Specialty; and
- Practice location

4.7.1.2 Provide the State with Quarterly Compliance Reports, in a form agreed to by both parties and on dates mutually agreed upon by the parties, for the previous quarter for Recipients with Active State Cases. The compliance reports for Recipients with Active State Cases must include status of compliance in the following areas of, but not limited to:

- attendance by Recipients at all prescribed therapeutic activities including, but not limited to, counseling sessions, group meetings and drug urine screens;

- attendance and performance from the Recipients' supervisors/employers;
- relevant prescribed medications/agents;
- reports by treatment provider(s);
- evaluations;
- self-status reports; and
- reports as required by the Recipients' Program contracts

4.7.1.3 Provide financial statements showing revenue and expenditures to the State on a quarterly basis to account for the moneys received pursuant to the contract, reflecting actual and to-date budgeted contract amounts. The Successful Offeror agrees to permit an authorized agent of the State to inspect any other financial records relating to the performance of the contract at a reasonable time and place after notice to the Successful Offeror, if requested by the State.

4.7.1.4 Ensure that if it is, at any time, contacted by the media or legislative inquiries about the Division, Department, Boards, or the services performed on their behalf, it will decline response and refer all such inquiries immediately to the Division contact or to DORA's Public Information Officer.

4.7.1.5 Provide research documentation, data or other assistance as required by the Division, at no cost to the Division. Successful Offeror shall be able to provide data and research documentation within 5 business days of request.

4.7.2 Successful Offeror shall provide annual Reports to the State and related to the peer program for each fiscal year.

OFFEROR REPORT 4.7 Communications and Reporting. Offeror must detail how its Proposal complies with each of the requirements above. Include your entities proposed delivery schedule for reports, whether demographics, statistics and Recipient contract compliance will be available and analyzed for relationships,

trends and outcomes. Describe your entity's annual report and what is included. Responses should be numbered to correspond to the requirement numbers above.

4.8 Records Release

4.8.1 All material supplied to Successful Offeror by the State is the property of the State and may not be released by Offeror to the Recipient.

4.8.1 All material related to Recipients known to the State and generated by Contractor in conjunction with an awarded Contract is the property of the State and shall not be released to the Recipient without written authorization from the State. In no event shall the material be released to the Recipient prior to the Board taking action. Materials and records related to a Recipient not known to the Board may be released by the awarded vendor at its discretion and in accordance with applicable laws and such release shall not require the authorization of the State.

4.8.2 HIPAA regulations at Title 45 C.F.R. section 164.524 states:

a) Standard: Access to protected health information. (1) Right of access. Except as otherwise provided in paragraph (a)(2) or (a)(3) of this section, an individual has a right of access to inspect and obtain a copy of protected health information about the individual in a designated record set, for as long as the protected health information is maintained in the designated record set, except for:

- i. Psychotherapy notes; and
- ii. Information compiled in a reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding.

4.8.3 Successful Offeror shall send an email to the appropriate Division staff member requesting authorization to release the evaluation or other contractor generated material requested by the Recipient. Division staff will within 10 business days respond to such email with a determination to authorize or not authorize release of Contractor generated material. If

authorization is not granted, the basis of not granting authorization will Title 45 C.F.R. 164.524 as stated above.

OFFEROR RESPONSE 4.8 Records Release. Offeror must detail how its Proposal complies with the requirements above. Responses should be numbered to correspond to the requirement numbers above.

4.9 Performance and Quality Assurance

- 4.9.1 Successful Offeror will be required to develop and manage a system of quality assurance including but not limited to audit of finances, review of program services, personnel performance and contract compliance.
- 4.9.2 The Division may review and audit the Successful Offeror's performance during the course of the Contract. A review may be made of the performance provided under the terms of the contract six (6) months from the first day of the contract period and annually each subsequent twelve (12) month period during the contract term for any Successful Offeror, as deemed necessary by the State. This performance review will be conducted at the State's direction in consultation with the Successful Offeror, and at the Successful Offeror's expense. The review may determine total service quality, responsiveness, timeliness of required reporting, and any other specifics as required under the terms of the contract. Performance review and audit results, along with recommendations for change, will be distributed to Successful Offeror. An unsatisfactory review may result in cancellation of the contract.
- 4.9.3 The Offeror agrees to undergo a financial audit by a CPA firm of the State's choice, if requested by the State. Such audit shall be at the Successful Offeror's expense. Offeror agrees to permit the State access to examine financial records and documentation of use of funds for the proposed program, either independently or as part of an audit by a CPA firm of the State's choice.
- 4.9.4 Offeror shall engage a licensed CPA firm to conduct an independent financial audit. The independent financial audit is conducted annually and meets all requirements of generally accepted auditing standards. The financial audit shall include additional reporting in compliance with Government Auditing Standards and OMB A-133; Audits of States, Local Governments and Nonprofits, if applicable. Successful Offeror shall submit a copy of the annual audit to the State.
- 4.9.5 At the conclusion of the term or upon termination of an awarded contract, the Successful Offeror may be required to cooperate with any subsequent provider for the services and provide assistance to facilitate the transition of

services as instructed by the State. This includes transfer of all original program records to the new provider within thirty (30) days of termination or expiration of the contract. Transfer of the records would be at the Contractor's expense. Contractor shall coordinate with any new provider and the State to ensure continuity of care for Recipients during the transition.

OFFEROR RESPONSE 4.9 Performance and Quality Assurance. Offeror must detail how its Proposal complies with the requirements above. Number responses to correspond with each of the requirement numbers above.

Statement of Work Management Requirements

4.10 Management and Experience

- 4.10.1 The Offeror shall be required to provide qualified staff available either in house or through subcontractors who are dedicated to providing Recipients with the necessary services.
- 4.10.2 Offeror shall be required to designate one primary contact for management oversight, with the appropriate level of authority and responsibility to act as primary liaison with the Division.
- 4.10.3 The Successful Offeror shall be required to assume responsibility for all products and services set forth in this RFP, whether or not it performs the service itself, partners with other entities or utilizes subcontractors to perform the service. The State will consider the Successful Offeror to be the sole point of contact with regard to contractual matters.
- 4.10.4 Offeror shall continue to make all resources available through the life of the Contract and shall be required to immediately notify the division with respect to any changes in key personnel or subcontractors. The Division reserves the right to approve any replacement personnel or contractors.
- 4.10.5 Offeror shall ensure that persons who provide evaluations and treatment meet the following requirements.
 - 4.10.5.1 Licensed professionals involved in the evaluation of Recipients shall not provide treatment of the same Recipients. Offeror shall ensure that such professionals involved in the evaluation of Recipients hold an unrestricted license and/or certification, as applicable, from their respective board(s) in a manner to be directed by the Board.
 - 4.10.5.2 Evaluators shall have the appropriate license, training and experience to conduct comprehensive biopsychosocial evaluations.

Describe how Offeror will ensure only appropriate, qualified evaluators provide evaluations.

4.10.5.3 Evaluators who conduct evaluations of sex offenders must be approved by the Colorado Sex Offender Management Board.

4.10.6 The Successful Offeror shall ensure that staff are qualified and trained to provide the necessary services and use the appropriate tools.

4.10.7 The Successful Offeror will utilize a statewide treatment resource network which includes treatment and screening programs and support groups.

4.10.7.1 The Successful Offeror will be required to ensure treatment providers are aware that provider licenses/certifications must remain current, and that professional liability insurance must be maintained.

4.10.8 The State reserves the right to use Colorado State Agencies and other state governments as references. In addition to these references, Offerors must include the following with their Proposal:

- Provide an executive summary which includes a short history of the organization, how long your company has been in operation, the size of the organization, the organization experience with similar programs, a list of relevant jurisdictions and agencies currently utilizing your services, and an overview of the benefits of the proposed solution. In addition, please provide your companies mission, core values, and customer service values, organizational charts and job descriptions or resumes of key personnel.
- Provide information about key personnel that will be responsible for implementing and maintaining the services described in this RFP.
- Provide three references, including contact name, individual titles, locations, and a current telephone number. The references provided should be associated with work completed corresponding to the nature of the work in scope and size called for in this RFP and Statement of Work.
- Provide written documentation of three years' experience in managing and performing similar projects for at least three entities of similar size and complexity with similar statements of work and related requirements.

Include State or company name, point of contact, location, phone number, and brief project description along with the outcome of the project.

- Include your experience that demonstrates the ability to provide the type of services specified in this RFP, including how long you have been providing each aspect of service described in this RFP.
- Include your experience in implementation of services on a schedule and meeting timelines similar to that described in this RFP.

OFFEROR RESPONSE 4.10 Management and Experience. Offeror must detail its response to each of the above requirements. Provide the references requested. If subcontractors are utilized, describe the subcontracted organization and the services provided, including, but not limited to, a delineation of the relationship between the Offeror and the entity(s). Describe the treatment provider network, how the Offeror evaluates the effectiveness of these providers, and the reporting requirements for providers. Describe the training materials used to train evaluators.

4.11. Implementation

- 4.11.1 The initial Contract is anticipated to begin on February 1, 2027 or earlier should a new Vendor be selected, as described in this requirement. Should a new vendor be selected, the period of December 1, 2026 through January 31, 2027 will be a period of transitioning existing clients. Dates are estimates. If a new vendor, the selected Offeror shall be able to accept new Recipients and be fully transitioned for existing Recipients on February 1, 2027. If a new vendor is selected, the vendor shall not receive any compensation for services as described in this RFP during the anticipated transition period of December 1, 2026 through January 31, 2027. The Successful Offeror may not commence any work associated with the RFP until the State has an executed Contract between the Offeror and the State. Indicate whether you can meet this requirement and how much additional time, if any, you might require in order to meet the requirement.
- 4.11.2 Submit a proposed implementation project plan with tasks and dates which indicate how you would ensure a successful transition.
- 4.11.3 If a new vendor is selected, Successful Offeror will be required to provide a final implementation project plan within 15 business days of the Contract effective date that includes a timetable with tasks and dates for full implementation of services by February 1, 2027. The implementation plan is subject to approval by the State, and if the State rejects any part of the plan,

Successful Offeror shall be required to revise the plan and resubmit it to the State for approval within 5 business days.

4.11.4 During the implementation phase, the Successful Offeror will be required to work with the Division to develop a Business Rules document that clearly outlines all detailed business rules and forms, prior to provision of services. Examples include report and correspondence templates and other forms.

OFFEROR RESPONSE 4.11 Implementation. Offeror must detail how its Proposal will meet each of the requirements above. Number responses to correspond with the requirement numbers above.

4.12 Financial Strength

The Offeror, together with any subcontractors, will be required to demonstrate that they have the financial resources to perform all requirements of this RFP. Provide the following information:

- Include a copy of your audited (as applicable to your company's organizational structure) financial statements from the last three years, or, if you have not been in business for three years, since the business began.
- Provide evidence of general liability insurance coverage and specific insurance you carry that covers professional losses, e.g. professional liability or errors and omissions insurance (see Model Contract for the insurance requirements of the State). Provide your willingness to comply and maintain the insurance requirements stated in the Model Contract.

OFFEROR RESPONSE 4.12 Financial Strength. Offeror must respond to each requirement above.

4.13 Price Proposal

The amount available to fund the peer health assistance program is based on projected revenues. Pursuant to statute section 12-240-131, C.R.S., as a condition of physician, physician assistant, and anesthesiologist assistant licensure and renewal, every applicant shall pay a peer health assistance amount set by the board in accordance with statute.

Based on the most recent workload statistics and available data, projected revenues are as follows by each program:

Program	Period	Projected Peer Funds Collected
Medical	FY26	\$773,040
Medical	FY27	\$2,754,720
Medical	FY28	\$803,188
Medical	FY29	\$2,817,050
Medical	FY30	\$831,047

*Note: FY26 includes renewals for physician assistants and anesthesiologist assistants, FY27 includes renewals for physicians. The current peer fee is \$80 every 2-year renewal cycle.

The Contract shall be contingent upon the continuing availability of moneys. If the State is not authorized to collect the moneys pursuant to the program's Peer Statute or moneys otherwise become unavailable to fund the Contract, the State may immediately terminate the Contract in whole or in part without further liability.

The funds provided for may be used only for services set forth in this RFP. Services shall be provided at no cost to Recipients who have paid the license fee. It is understood that the Successful Offeror may provide peer health assistance services for persons who are not Recipients as defined in this RFP, and if so, the Successful Offeror will be required to obtain funding for those persons during the Contract period and beyond. These may be, but are not limited to, Fee-for-Service clients.

Moneys will be collected by the State, forwarded to the Administering Entity and distributed by the Administering Entity to the Successful Offeror in a maximum amount approved by the State. All money collected will be managed by the Administering Entity pursuant to Peer Statute. **The Peer Administering Entity may recover actual administrative costs from the peer fund in an amount not to exceed 10% of the total amount collected, pursuant to section 12-240-131, C.R.S.** This is noted as a reference to the funds collected/available.

The distribution will be made in a secure manner and at a frequency that is acceptable to the State. The Successful Offeror will be required to submit invoices to the Administering Entity with a copy to the State, in a manner and form that is acceptable to the State. Payment will be made by an Administering Entity in full with respect to each invoice within forty-five (45) days of receipt thereof; provided that the amount invoiced represents services which have been accepted by the State.

Any money received pursuant to a Contract with the State that is unspent by the Awarded Offeror by the end of the contract period shall be returned to the selected Administering Entity.

4.13.1 Offeror shall propose an estimated budget for each fiscal year, by fiscal year, as follows: 5 months from 2/1/27 - 6/30/27; a full state fiscal year 2028, 2029, 2030 and 2031, and 7 months in fiscal year 2032 (7/1/2031 through 1/31/2032). Include the associated expense per each cost (i.e. personnel, evaluators, fringe, etc.) that totals to the requested budget for each fiscal year. The budget must include an estimate of the number of licensees who will be utilizing each of the services of the Program and must also include a breakdown of the various services that will be provided by the Program and an estimated cost per Recipient for each of those services. The State does not guarantee that the requested budget will be approved or allocated as submitted. The budget is subject to negotiation.

Such services would include but not be limited to, evaluation of licensees, monitoring of licensees in the Program, and preparation of monitoring reports, and education. The budget shall not include Fee-for-Service clients or any clients for whom services are funded through other sources or for clients who are not eligible for services through State peer fee funding as described in this RFP.

4.13.2 The Offeror shall also provide information as to whether you will use supplemental or matching funds to offset any of the costs to provide the services set forth in this Statement of Work. If so, the proposal must break out the supplemental and/or matching funds that will be used and the funds that would be required from the fees collected by the State. If supplemental and/or matching funds are identified, indicate whether the availability of such funds is guaranteed, the length of time the funds are guaranteed, and the source of such funds.

4.13.3 Describe Offeror's anticipated costs for fee-for-service clients and how the Offeror will manage funding for operational costs related to fee-for-service clients. Include anticipated client costs and charges for these clients and how the Offeror will ensure costs remain reasonable for these clients to obtain assistance.

OFFEROR RESPONSE 4.13 PRICE PROPOSAL. The Offeror must provide the detail requested above in sections 4.13.1, 4.13.2 and 4.13.3. The State does not guarantee the proposed budget will be approved as requested and it is subject to negotiation. Number responses to correspond with the requirement numbers above.

5. REQUESTED PROPOSAL FORMAT

Proposals should cover the following areas, with an emphasis on how these areas relate to the evaluation criteria listed in this Request for Proposals. Please reference Exhibit A - Administration Information for additional Requested Proposal Contents.

A. Demonstrated Experience and Capabilities

- i. Offeror's Response- Offeror shall describe how the Offeror's experience and capabilities make it the ideal candidate to perform the work. Describe experience with similar projects. Reference above of this solicitation regarding the desired organizational experience.
- ii. Offeror's Response- Offeror shall indicate key personnel who will be assigned to the project and describe their experience. Reference above of this solicitation regarding the desired organizational personnel.

B. Accessibility Requirements

Offeror's Response- Offeror shall describe how their proposed solution will meet or exceed the accessibility requirements detailed in this solicitation.

C. Mandatory Requirements

Offeror's Response- Offeror shall describe how their proposed solution will meet or exceed the mandatory requirements detailed in this solicitation.

D. Technical/Business Proposal

Offeror's Response- Offeror shall describe how they will accomplish the Statement of Work detailed in this solicitation.

E. Cost Proposal

6. **EVALUATION METHODOLOGY**

A. Evaluation Process

A comprehensive, thorough, complete and impartial evaluation of each proposal received will be conducted in accordance with §24-103-203(7), C.R.S, which states, "The award shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and evaluation factors set forth in the request for proposal."

B. Evaluation Committee

- i. An Evaluation Committee will be established utilizing measures to ensure the integrity of the evaluation process. These measures include the following:
 - a. Selecting committee members who do not have a conflict of interest regarding this solicitation.
 - b. Facilitating the independent review of proposals.
 - c. Requiring the evaluation of the proposals to be based strictly on the content of the proposals.
 - d. Ensuring the fair and impartial treatment of all Offerors.

- ii. The objective of the Evaluation Committee is to conduct reviews of the proposals that have been submitted, to hold frank and detailed discussions among themselves, and to recommend an Offeror for award.

C. Proposal Evaluation Criteria

- i. The State will evaluate proposals to determine if each Offeror meets all mandatory qualification requirements; provided, however, that the State has the authority to waive non-material mandatory requirements in certain circumstances. Reference Procurement Rule R-24-103-301-03.
- ii. Any requirements that include the words “must” or “shall” or “required” is a **mandatory requirement**. Only those proposals found to **meet** all mandatory requirements, other than non-material mandatory requirements waived by the State, can be considered for a Contract resulting from this solicitation. Any requirement that does not demonstrate the mandatory requirement will be met may be cause for the submitted Proposal to be rejected and removed from further award considerations.
- iii. Proposals will be evaluated by the Evaluation Committee using the evaluation criteria listed below. The evaluators will consider whether the Statement of Work requirements in the solicitation have been addressed, and they will review the capabilities of the Offeror, as well as the quality of the approach proposed, the price, and any other aspect determined relevant to the evaluation criteria.
- iii. The evaluation criteria to be used in evaluating the proposals are as follows (and are listed in no particular order):
 - a. **Management and Experience as shown above in the RFP - Section 4.10.**
 - b. **Financial Strength - Section 4.12.**
 - c. **Accessibility Requirements - Section 3.A.**
 - d. **Acceptance of Model Contract Terms - Exhibit B.**

- e. **Technical requirements/Statement of Work Sections 4.1. - 4.9 and 4.11. (including these sections: General Requirements; Evaluation and Intake; Treatment and Monitoring; Education; Customer Service; Information, Database and Records Management; Communications and Reporting; Performance and Quality Assurance; Implementation; and Records Release).**
- f. **Price Proposal - Section 4.13.**

D. Demonstrations and Discussions

- i. The Evaluation Committee may, if it deems necessary, request clarifications, conduct discussions or oral presentations, or request best and final offers. Per R-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 state's requirements and the offerors' proposals; and
 - b. Facilitate a contract that will be most advantageous to the state taking into consideration price and the other evaluation factors set forth in the request for proposals.
- ii. 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.

E. Single proposal

If only one bid or proposal is received in response to a solicitation, an award may be made to the single bidder or offeror if the procurement official finds that the price submitted is fair and reasonable and that other prospective bidders or offerors had reasonable opportunity to respond. Reference Procurement Rule R-

24-103-201-02(d).

F. Award

- i. A Notice of Intent to Award will be published on Colorado VSS.
- ii. The award determination is ultimately a business decision that will reflect an integrated assessment of the relative merits of the proposals received, using the factors set forth in in this solicitation. The State intends to award Contract(s) to the Offeror(s) whose proposal(s), conforming to the solicitation, will be most advantageous to the State, price and other factors considered.
- iii. The State reserves the right to award to multiple offerors if is determined to be in the best interest of the State.