



COLORADO
Department of Public
Health & Environment

Request for Proposal (RFP)

Technical Specifications and Administrative Information

Disease Control and Public Health Response Division Project (DCPHR)
Immunization Education & Engagement
RFP # 2021000203

This solicitation contains instructions governing the proposal to be submitted and the material to be included therein, mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.

I. BACKGROUND AND PURPOSE

A. Background

The Colorado Immunization Branch promotes immunization education and access to vaccines for all Colorado residents to reduce vaccine-preventable diseases and improve health across the lifespan. The Immunization Branch utilizes a variety of strategies to promote education, optimize vaccine resources, assure access to vaccines, and maintain the Colorado Immunization Information System (CIIS), a confidential, population-based, computerized information system that collects and consolidates immunization data for Coloradans of all ages from a variety of sources and provides tools for designing and sustaining effective immunization strategies at the provider and program levels. The Immunization Branch also operates the Federal Vaccines for Children (VFC) program, the Federal Section 317 program, and all immunization education and outreach activities.

B. Purpose

The purpose of this Colorado Department of Public Health and Environment (CDPHE) Request for Proposals (RFP) is to solicit responses for an Offeror to work closely with CDPHE to advocate for access to vaccines across the lifespan, promote and provide health care provider education, and sustain a forum for input on immunization policy related issues. This project will promote immunizations using a scientific, evidence-based framework by engaging immunization experts, local public health agencies, families and parents, immunization providers, vaccine advocates, and policy makers in identifying and advancing solutions for the challenges in Colorado's vaccine access and delivery systems to increase vaccination rates throughout the state. This project will provide immunization-related education to providers, parents, and the public, and sustain a coalition of evidence-based immunization experts and stakeholders in order to facilitate and advance the mission and work of the Colorado Immunization Branch. The selected Offeror shall have the ability to engage and sustain a coalition of scientific and evidence-based immunization experts and stakeholders and be skilled in the provision of immunization-related education to health care providers, local public health agencies, parents, and the public.

C. Definition of Terms

1. CDPHE: Colorado Department of Public Health and Environment
2. CIB: Colorado Immunization Branch
3. Evidence-based: Conscientious use of current scientific evidence and clinical expertise
4. FAQ: Frequently asked questions
5. Immunization Expert: Individual who uses scientific, evidence-based information and clinical experience to understand and share immunization best practices
6. Coalition: Interconnected group convened to support each other professionally and share information around a common interest
7. Palm Cards: Set of five (5) 2.5" (inches) by 4" (inches) laminated cards to be used as educational tools for health care providers.
8. SOW: Scope of Work
9. Stakeholders: Local public health agencies, families, parents, advocates, immunization providers, and policy makers

II. SOLICITATION SCHEDULE OF ACTIVITIES:

	Solicitation Activity	Time	Date
1.	Solicitation Published on Colorado VSS System www.colorado.gov/vss	N/A	2/18/2021
2.	Prospective Offerors written inquiry deadline. Submit all inquiries by email to Allan Smith @ allan.smith@state.co.us . (No Questions will be accepted after this Date/Time)	2:00 PM MDT	3/2/2021
3.	Answers to written inquiries published on Colorado VSS at www.colorado.gov/vss	Estimated	3/8/2021
4.	Proposal submission deadline	2:00 PM MDT	3/22/2021
5.	Evaluation Period	Estimated	Week of
6.	Estimated Contract Effective Date	N/A	7/1/2021

III. PROPOSAL TECHNICAL ASSISTANCE

1. Invitation to submit proposals:

All State solicitation notices are posted on the VSS system. Offerors who have an interest may submit a proposal in accordance with the terms of this solicitation. Offeror must be registered with the State of Colorado's VSS web site www.colorado.gov/vss by the proposal submission due date and time.

2. Scope

This solicitation contains instructions governing the proposal to be submitted and the material to be included therein, mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.

D. Submission instructions:

1. Proposals must be received on or before the due date and time as indicated in the Schedule of Activities. Late proposals will not be accepted.
2. It is the responsibility of the Offeror to ensure that its proposal is received by the CDPHE Purchasing and Contracts Unit at the location listed in these instructions on or before the due date and time. Offerors mailing their proposals must allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. The proposal package shall be delivered or sent by mail to:

Colorado Department of Public Health & Environment
Purchasing and Contracts Unit
Mail Room (B1)
4300 Cherry Creek Drive South
Denver, CO. 80246-1530
Attention: Allan Smith, Senior Purchasing Agent

3. Each submittal shall consist of:
 - a. One (1) original (signed) of Attachment A
 - b. One (1) electronic version of the Proposal, on USB flash drive, readable in Word 2003 or newer.
4. Proposals must be submitted and sealed in an appropriate envelope or package. All submittals must be clearly marked on the outer envelope or packaging with the following information:
 - a. Offerors Name
 - b. Solicitation Number and Title
 - c. Proposal Submission Due Date and Time

E. INQUIRIES:

1. Offerors may make written inquiries via email to obtain clarification of requirements concerning this Solicitation. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Send all inquiries to:

Allan Smith
Senior Purchasing Agent
Allan.smith@state.co.us
2. Clearly identify your inquiries with:
 - a. Solicitation #
 - b. Solicitation Title
 - c. The section number and paragraph number to which the inquiry applies
3. Responses to Offeror inquiries will be published as a modification on the VSS system by close of business on the date indicated in the Schedule of Activities. Offerors are not to rely on any other statements that alter any specification or other term or condition of the solicitation.

IV. PROJECT BUDGET, TIMELINE AND DESCRIPTION OF SERVICES

A. Budget

The CDPHE annual budget for this project is approximately \$180,000.00 per year. At the sole discretion of the State, CDPHE may modify the budget, depending upon funding availability and Offeror performance.

B. Project Timeline

The anticipated start date for the executed contract is 7/1/2021 with the initial contract time frame of 7/1/2021 to 6/30/2022. At the sole discretion of the State, and depending upon funding and Offeror performance, CDPHE may renew the agreement for up to four (4) additional one (1) year periods, not to exceed five (5) years total. At the sole discretion of the State, the CDPHE may modify the dates of the contract.

C. Goal

CDPHE is seeking a Contractor to engage and sustain a coalition of scientific and evidence-based immunization experts and stakeholders and provide immunization-related education to health care providers, local public health agencies, parents, and the public.

D. Description of Services

The successful Offeror shall:

1. Promote the importance, safety, and effectiveness of immunizations, and access to immunizations by educating health care providers, parents and the public.
2. Conduct outreach and awareness campaigns on the importance, safety, and effectiveness of vaccines.
3. Engage and sustain a coalition of evidence-based immunization experts and stakeholders to identify and advance activities related to vaccine access, advocacy, education, policy, and delivery systems.
4. Ensure the coalition of immunization experts and stakeholders represent all areas of the state, and have a variety of expertise related to immunizations.
5. Conduct evidence-based immunization-related provider education events, and also, meetings of the established coalition. Number of events will be determined after award.
6. Create and distribute, via in-person events and mail, immunization palm cards as directed by CIB.
7. Conduct outreach activities to increase vaccine equity to ensure all communities in Colorado have the ability to make informed decisions regarding vaccines and have access to vaccines, regardless of race, ethnicity, or any other factor.

(See Exhibit B, Draft Statement of work for more detail on each activity)

V. OFFEROR REQUIREMENTS

A. Experience and Qualifications

1. Offeror shall be located in the state of Colorado.
2. Offeror shall have the ability to provide services across the state of Colorado.
3. Offerors organizational staff must have previous work experience in a minimum of one of the following areas:
 - a. Immunizations
 - b. Community engagement,
 - c. Public health,
 - d. Provider education.
4. Offeror shall possess a minimum of five (5) years' experience performing the work described in the draft Statement of Work (Exhibit B) and the requirements of this RFP.
5. Offeror shall have adequate personnel with the necessary credentials and training to successfully complete the activities in the Statement of work (Exhibit B) and the requirements of this RFP.

B. Budget (Attachment 2)

The Offeror shall include all costs necessary to successfully complete the project. Use actual costs for each area, not estimates.

VI. SUBMITTAL REQUIREMENTS

Responses shall be submitted as specified in this section. Any confidential or proprietary information included in the Offerors proposal shall conform to the requirements listed in Administrative Section IX. A. 7. **NOTE: Proposals that fail to follow ALL of the requirements may not be considered.**

A. Page Formatting Instructions

Unnecessarily elaborate proposals are not desired.

1. The Purchasing Unit desires and encourages that proposals be submitted on recycled paper, printed on both sides. While the appearance of proposals and professional presentation is important, the use of non-recyclable or non-recycled glossy paper is discouraged.
2. All materials submitted shall become the property of CDPHE, and will not be returned unless the solicitation is cancelled prior to the submittal due date, in which case proposals will be returned unopened or opened only for identification purposes.
3. Total amount of proposal excluding attachments and resumes, shall not exceed 40 pages.

B. Required Documentation

All proposals must include the following:

1. RFP Signature Page/Confirmation of Offer Form (Attachment 1)
A completed and signed form must be submitted with the response. **MUST** be completed and signed in ink (preferably blue ink) by a person who is legally authorized to bind the Offeror to the proposal.
2. Executive Summary
Offer shall submit an organizational overview that includes years in business, areas of expertise, (specifically Offerors experience with the requirements listed above) number of years in business, and a brief overview of staff, including the total number of employees. Describe the intent of the proposed project. Clearly state how the proposal meets the goals and objectives of the project.
3. Experience and Qualifications
 - a. Location of Office:
 - i. Describe where your business is located, providing the address for the applicable office location(s).

- b. Describe past experience relevant to the project. The response must include any relative experience and a description of types of agencies/organizations Offeror worked for (e.g., public health agencies, for-profits, non- profits, Federally Qualified Health Clinics, etc.).
- c. The following Offeror qualifications are required to ensure that effective services for immunization education and stakeholder engagement are provided:
 - i. Ability to establish a coalition of scientific and evidence-based immunization experts and stakeholders.
 - ii. Evidence of the ability to present web-based and in-person educational trainings on scientific, evidence-based immunization topics
 - iii. Demonstrated success providing web-based and in-person educational trainings on scientific, evidence-based immunization topics on a statewide, regional, and local basis
 - iv. Demonstrated success developing and sustaining partnerships
- d. Personnel:
 - i. Identify personnel/position title to be assigned to the project
 - ii. Provide resume of the Executive Director
 - iii. Describe the relevant experience of personnel to be assigned to this project, including minimum qualifications of personnel to be involved in the work and the level of such involvement, using 300 words or less/staff member
 - iv. Describe all anticipated subcontractors

4. Project Description/Work Plan

Submit a work plan that describes how the Offeror will carry out and complete the description of services, listed in section IV. D. and purpose of the project listed in section I.B.

5. Budget

Offeror shall complete Attachment 2 Budget Template to detail proposed costs and submit this form with the proposal. The budget form must explain all expenses included. Offerors are responsible for ensuring the calculations in the budget are accurate. There will be no reimbursement of pre-award costs. The Colorado Department of Public Health and Environment reserves the right to deny requests for any item listed in the budget that is deemed to be unnecessary for the implementation of the project. This RFP will result in a "fixed-price" contract.

- a. Budget Categories:
 - i. Personnel - list all personnel to perform work for the project. Include proposed salaries, time, and effort percentage (full time equivalent or FTE), and fringe benefits. In the justification, include the role and expected contribution of budgeted personnel. A description of how fringe benefits are projected and what components are included in the calculation (insurance, paid time off, etc.) must be included.

- ii. Supplies/Other Operating - include list of all allowable operating expenses. The justification should describe the rationale, necessity, and reasonableness of the operation costs budgeted.
- iii. Travel - include all travel costs. No out-of-state travel. Include costs for attendance of any mandatory meetings; include appropriate per diem, and mileage.
- iv. Contractual - include all subcontracts planned to complete the proposed work. This includes, but is not limited to, consulting and personal services subcontracts. Restrictions outline in the budget guidelines, including cost reimbursement terms, shall also apply to subcontracts. No subcontractor may be pre-paid for services. Describe how the subcontractor will be selected, the work to be performed, how the costs were calculated, and expected deliverables.
- v. Other - include items not included in the previous budget categories.
- vi. Indirect costs - The Offeror may request funding for indirect services. The maximum indirect rate is 10% of direct costs, excluding contractual costs. If your agency has a negotiated rate with CDPHE, that rate may be used. No budget justification is needed for indirect costs

6. References

Provide three (3) references including current contact information and position in company, where the Offerors experience can be confirmed.

7. Samples of Work

Offeror must submit evidence of a minimum of one, and no more than three, previously provided Immunization Provider Education Events. Events must have occurred within the past three years.

VII. EVALUATION AND AWARD

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

- A. **Resident Bidder Preference:** When a contract for commodities or services is to be awarded to a bidder, a resident bidder shall be allowed a preference against a nonresident bidder equal to the preference given or required by the state in which

the nonresident bidder is a resident.

- B. Service Disabled Veteran Owned Small Businesses (SDVOSBs):** SDVOSBs, who are incorporated or organized in Colorado or maintain a place of business or have an office in Colorado and who are officially registered and verified as a SDVOSB by the Center for Veteran Enterprise within the U.S. Department of Veterans Affairs. (www.vip.vetbiz.gov), may receive a 5% preference on their bid. This preference applies only to the price, and the SDVOSBs must still meet all other qualifications required in the bid.

SDVOSBs claiming this preference shall submit documentation of SDVOSB certification issued through the U.S. Department of Veterans Affairs in their response to the solicitation. Bid submissions without this documentation will not be given a preference.

- C. Award:** Awards will be made to a single Offeror. The award will be made to the Offeror whose proposal conforms to the RFP and is determined to be most responsive, responsible, and advantageous to the State of Colorado. The proposal that results in the best value to the State of Colorado shall be recommended by the Evaluation Committee to the Procurement Office for contract award. CDPHE reserves the right to award to multiple vendors if determined to be in the best interests of the State.

D. Evaluation Factors:

The evaluation factors are:

1. Attachment 1 Vendor Information-Confirmation of Offer Form:

Attachment 1 is required but will not be rated.

2. Executive Summary:

The executive summary will be evaluated on how well the summary indicates the stability and strength, and overall experience of the staff and of the Offerors understanding of the project and how well the proposal meets the overall goals and purpose.

3. Experience/Qualifications:

The experience and qualifications will be evaluated based on the breadth and depth of similar experience, the Offerors ability to sustain and engage a coalition of scientific and evidence-based immunization experts and stakeholders. Ability to provide immunization-related education to health care providers, local public health agencies, parents, and the public. The qualifications and background of the personnel assigned to the project and the extent to which the qualifications, experience, and past performance are likely to foster successful, on-time performance.

4. Work Plan

The work plan will be ranked how the work will be carried out and completed, and will be considered in the overall selection process.

5. Cost:

The cost will be evaluated based on if the budget is necessary for activities that contribute to and directly relate to the activities, and if the budget pricing seems reasonable. The cost provided must be a total cost and not an estimate, and constitute the Offerors best and final offer.

6. References

References, if contacted, will be used to verify projects.

7. Samples of Work

Samples of work will not be ranked but will be considered in the overall selection process.

8. Interviews/presentations

At the conclusion of the evaluation of responses, CDPHE may conduct oral presentations and/or interviews with Offerors at the discretion of CDPHE. If it is decided by CDPHE to hold oral presentations/interviews, only those Offerors ranked the highest after the initial proposal review will be invited. Offerors will be notified via email to schedule interviews.

Failure to provide any information requested in the RFP may result in the disqualification of the submittal. This responsibility is that of the Offeror.

VIII. ATTACHMENTS, EXHIBITS

A. Attachments

1. Attachment 1: Vendor Information-Confirmation of Offer Form.
Complete all sections.
2. Attachment 2 Budget Template

B. Exhibits

1. Exhibit A State of Colorado Contract Template
2. Exhibit B Draft Statement of Work

IX. ADMINISTRATIVE INFORMATION

A. Solicitation

1. ISSUING OFFICE: This Request for Proposal (RFP) is issued by the Colorado Department of Public Health and Environment (CDPHE), also referred to as the "State", Purchasing and Contracts Section for the benefit of the Prevention Services Division.

2. CONTACT: The CDPHE Purchasing agent listed in these instructions is the sole point of contact concerning this Solicitation. All communication must be done through the CDPHE Purchasing Department. Contact with any other CDPHE employee regarding this procurement may result in disqualification of Offeror proposal.
3. PURPOSE: This solicitation process may include reference checks, proposer interviews, and proposal clarification sessions. This solicitation provides prospective Offerors with sufficient information to enable them to prepare and submit proposals for consideration to satisfy the need for expert assistance in the completion of the goals of this solicitation.
4. NOTICES: Notices may include any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning Offeror(s). Offerors are responsible for monitoring the Colorado Vendor Self Services (VSS) for publication of modifications to this solicitation. **It is incumbent upon Offerors to carefully and regularly monitor VSS for any such notices.**
5. MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn by the Offeror prior to the established due date and time.
6. ADDENDUM OR SUPPLEMENT TO SOLICITATION: In the event that it becomes necessary to revise any part of this solicitation, a modification will be posted on the VSS system.
 - a. It shall be the **responsibility of the Offerors** to regularly monitor the VSS web site for any such postings.
 - b. Failure to retrieve such modifications, and include their provisions in your proposal, **may result in your proposal being disqualified.**
7. CONFIDENTIAL/PROPRIETARY INFORMATION: Any restrictions of the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. Requests for confidentiality shall be submitted by the Offeror in writing with the proposal.
 - a. Any materials requested to be treated as Confidential and/or Proprietary information are to be packaged separately and clearly identified.
 - b. Confidential/proprietary information must be readily identified, marked and separated from the rest of the proposal. **Co-mingling of confidential/ proprietary and other information is NOT acceptable.** Neither a proposal in its entirety, nor proposal price information will be considered confidential and proprietary.
 - c. Any information that will be included in any contract resulting from the solicitation cannot be considered confidential.
 - d. Such request must include justification for the request. The Offeror must state specifically what elements of the proposal are to be considered confidential/proprietary.
 - e. The Purchasing Unit shall determine the validity of any written request for confidentiality.

- f. The written decision of the Purchasing Director will be sent to the Offeror.
 - g. If the parties do not agree as to the disclosure of data, the Purchasing Director shall inform the Offeror in writing what portions will be disclosed.
 - h. If denied, the proposer will have the opportunity to withdraw its entire proposal, or to remove the restrictions. (Ref §24-72-201 et seq., C.R.S., as amended, Public [open] Records)
8. SOLICITATION RESPONSE MATERIAL OWNERSHIP: The State of Colorado has the right to retain the original proposal and other solicitation response materials for our files. As such, the State of Colorado may retain or dispose of all copies as is lawfully deemed appropriate.
- a. Proposal materials may be reviewed by any person after the "Notice of Intent to Make an Award" has been issued, subject to the terms of §24-72-201 et seq., C.R.S., as amended, Public (open) Records.
 - b. The State of Colorado has the right to use any or all information/material presented in reply to the Solicitation, subject to limitations outlined in the Proprietary/Confidential Information clause.
 - c. Offeror expressly agrees that the State may use the materials for all lawful State purposes, including the right to reproduce copies of the material submitted for purposes of evaluation, and to make the information available to the public in accordance with the provisions of the Public Records Act.
9. PROPOSAL PRICES: Estimated proposal prices are not acceptable. Proposal prices should be best and final offer, unless otherwise stated in the solicitation. The proposal price will be considered in determining the apparent successful Offeror. Proposals shall be firm for a period of not less than one-hundred-twenty (120) calendar days.
10. ORAL PRESENTATIONS/SITE VISITS: Offerors may be asked to make oral presentations or to make their facilities available for a site inspection by the evaluation committee. Such presentations and/or site visits will be at the Offerors expense.

B. ADMINISTRATIVE INFORMATION AND CERTIFICATIONS:

1. ACCEPTANCE OF SOLICITATION TERMS: A proposal submitted in response to this solicitation shall constitute a binding offer. The autographic signature of the Offeror or of a designee legally authorized to execute contractual obligations shall indicate acknowledgment of this condition.
- a. A submission in response to this solicitation acknowledges acceptance by the Offeror of all terms and conditions, including compensation, and insurance requirements, as set forth herein.
 - b. An Offeror shall identify clearly and thoroughly any variations between the Offerors proposal and the State's solicitation. Failure to do so shall

be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the solicitation.

c. The Colorado Department of Public Health and Environment (CDPHE) is not required to accept nor agree to alternate or additional terms and conditions.

2. SOLICITATION CANCELLATION: The State reserves the right to cancel this solicitation at any time, without penalty.
3. REJECTION OF PROPOSALS: The State of Colorado reserves the right to reject any or all proposals received in response to this solicitation, to waive informalities and minor irregularities in proposals received, and to accept any portion of a proposal or all items proposed if deemed in the best interest of the State of Colorado.
4. ACCEPTANCE OF PROPOSAL CONTENT: The contents of the proposal (including persons specified to implement the project) of the successful Offeror will become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract, purchase document, delivery order or similar acquisition instrument may result in cancellation of the award and such Offeror may be removed from future solicitations.
5. PROTESTED SOLICITATIONS AND AWARDS: Any actual or prospective Offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the CDPHE Purchasing Director. The protest shall be submitted in writing within ten (10) business days after when such aggrieved person knows, or should have known, of the facts giving rise thereto. (Ref §24-109, 101 et. seq., C.R.S., as amended; §24-109, 201 et. seq., C.R.S. as amended; §R-24-109-101 through R-24-109-206, Colorado Procurement Rules)
6. AWARD OF CONTRACT: The award will be made to that Offeror whose proposal, conforming to the solicitation, has been determined to be most responsive and responsible to the State of Colorado, price and other factors considered.
 - a. A contract must be completed and signed by all parties.
 - b. In the event the parties are unable to enter into a contract; the State may elect to rescind the "Notice of Intent to Make an Award" communication and make the award to the next most responsive and responsible Offeror.
7. STANDARD CONTRACT: The State of Colorado will incorporate standard State contract provisions (Special Provisions) into any contract resulting from this solicitation.
8. INSURANCE: Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

a. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

b. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

c. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

d. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

e. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

f. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §14 within seven days of Contractor's receipt of such notice.

g. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

h. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

i. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

9. CONTRACT CANCELLATION: CDPHE reserves the right to cancel, for cause, convenience, or lack of fiscal funding, any contract resulting from this solicitation by providing timely notice to the contractor.
10. STATE OWNERSHIP OF CONTRACT PRODUCTS/SERVICES: All products/services produced in response to the contract resulting from this solicitation will be the sole property of the State of Colorado, unless otherwise noted in the solicitation.
11. INCURRING COSTS: The State of Colorado is not liable for any cost incurred by Offerors prior to issuance of a legally executed contract or procurement document. No property interest of any nature shall occur until a contract is awarded and signed by all concerned parties.
12. NON-DISCRIMINATION: The Offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, disability, sexual orientation, national origin, age or sex.

13. PARENT COMPANY: If an Offeror is owned or controlled by a parent company, the name, main office address, and parent company's tax identification number must be provided.
14. NEWS RELEASES: No news releases pertaining to this solicitation shall be made prior to execution of the contract without prior written approval of CDPHE.
15. CONFIDENTIAL STATE INFORMATION:

Offeror(s) acknowledge that:

- c. They may come into contact with confidential information contained in the records or files of the State in connection with any resulting contract or in connection with the performance of its obligations under any resulting contract.
- d. The awarded Offeror(s) shall keep such records and information confidential and shall comply with [specific statutory citations (if any) and,] all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the State.
- e. The awarded Offeror(s) shall notify its employees that they are subject to the confidentiality requirements as set forth above, and shall provide each employee with a written explanation of the confidentiality requirement before the employee is permitted access to confidential data.
- f. Awarded Offeror(s) shall provide and maintain a secure environment that ensures confidentiality. The confidentiality of all information will be respected and no confidential information shall be distributed or sold to any third party nor used by awarded Offeror(s) or its assignees and/or subcontractors in any way except as authorized by this contract. Confidential information shall not be retained in any files or otherwise by awarded Offeror(s).
- g. Disclosure of such information may be cause for legal action against the awarded Offeror(s). Defense of any such action shall be the sole responsibility of the awarded Offeror(s). Unless directed otherwise, awarded Offeror(s) is required to keep all State information in a secure, confidential manner.

7. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

- a. By submission of this proposal, each Offeror certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
 - (i) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;
 - (ii) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the

Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly to any other Offeror or to any competitor; and

- (iii) No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
- b. Each person signing the Vendor Information/Confirmation of Offer form of this proposal certifies that:
- (i) He is the person in the Offerors organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (1.a) through (1.c), above; or
 - (ii) He is not the person in the Offerors organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision, in certifying that such persons have not participated, and will not participate, in any action contrary to (1.a) through (1.c), above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (1.a) through (1.c), above.
- c. A proposal will not be considered for award where (1.a), (1.c), or (2) above have been deleted or modified. Where (1.b) above has been deleted or modified, the proposal will not be considered for award unless the Offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency (CDPHE) determines that such disclosure was not made for the purpose of restricting competition.
8. CONFLICT OF INTEREST: By submission of a response proposal, the Offeror agrees that at the time of contracting the proposer has no interest, direct or indirect, that would conflict in any manner or degree with the performance of the required services. The Offeror shall guarantee that in the performance of the contract they shall not employ any person having any such known interest.
9. TAXES: CDPHE, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code (Registration No. 84-730123K) and from all state and local government use taxes (Ref. Colorado Revised Statutes Chapter 39-26.114(a)).
- a. CDPHE's Colorado State and Local Sales Tax Exemption Number is 98-02565.
 - b. Offeror is hereby notified that when materials are purchased in certain political sub-divisions (for example in the 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.

10. ASSIGNMENT AND DELEGATION: Except for assignment of antitrust claims, neither party to any resulting contract may assign or delegate any portion of the contract without the prior written consent of the other party.
11. AVAILABILITY OF FUNDS: Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the State of Colorado.
12. PERFORMANCE OUTSIDE THE STATE OF COLORADO AND/OR THE UNITED STATES:

The following language regarding performance outside the state of Colorado and/or the United States shall be included in all contracts resulting from this announcement.

[Not applicable if Contract Funds include any federal funds]

Following the Effective Date, Contractor shall provide written notice to the State, in accordance with the Notices and Representatives provision, within 20 days of the earlier to occur of Contractor's decision to perform, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this provision shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Contractor to provide notice to the State under this provision shall constitute a material breach of this Contract.