



COLORADO

Office of Behavioral Health

Department of Human Services

REQUEST FOR APPLICATION

202000049

Co-Responder Services Program

SUBMISSION DEADLINE

September 16, 2019

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SB 19-008

https://leg.colorado.gov/sites/default/files/2019a_008_signed.pdf

SB17--207

https://leg.colorado.gov/sites/default/files/2017a_207_signed.pdf

SECTION I

ISSUE AND TIMELINE INFORMATION

A. ISSUING OFFICE:

This Request for Application (RFA) 2020000049 is issued for the State of Colorado (State) by the Department of Human Services (CDHS or Department), for the benefit of the Department through the CDHS Division of Procurement. The CDHS Division of Procurement is the SOLE point of contact concerning this RFA. All communication must be made through the CDHS Division of Procurement.

B. INVITATION TO SUBMIT PROPOSALS:

The State of Colorado is posting this RFA on the Colorado Vender Self Service page (Colorado VSS) so that firms that have an interest may submit a proposal in accordance with the terms of this RFA.

C. MEANS OF COMMUNICATION:

In the event that it becomes necessary to revise any part of this RFA, a modification will be published on the Colorado VSS web site at www.colorado.gov/vss. It is incumbent upon Offerors to carefully and regularly monitor Colorado VSS for any such postings.

The CDHS Division of Procurement is the SOLE point of contact concerning this RFA and the procurement process. **All communication for this procurement must be done through the CDHS Division of Procurement point of contact indicated in this RFA and Colorado VSS.**

D. PURPOSE:

This RFA provides prospective firms 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 RFA.

E. SCOPE:

This RFA contains the 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.

F. SCHEDULE OF ACTIVITIES:

		Time (Mountain Time)	Date
1	RFA PUBLISHED ON COLORADO VSS WEB PAGE (www.colorado.gov/VSS)	N/A	8/19/2019
2	PROSPECTIVE FIRMS WRITTEN INQUIRY DEADLINE (NO WRITTEN QUESTIONS WILL BE ACCEPTED AFTER THIS DATE) See Administrative Information Section II-B for inquiry details. Email Inquiries: brian.hancock@state.co.us	Close of Business	8/27/2019
3	PROPOSAL SUBMISSION DEADLINE See Administrative Information Section II-D for submission.	12:00pm MT	09/19/2019

G. BUDGET:

The Co-Responder Services Program (Program) has \$1,079,770 of funding available to support up to five (5) Co-Responder programs through June 30, 2020 (initial contract term or Fiscal Year 2020). Each Offeror may request a maximum of \$215,954. Any proposals exceeding \$215,954 for the initial term of the contract will not be considered. It is anticipated that \$1,450,000/year or \$290,000/Co-Responder Offeror may be available to support this program for future renewal periods contingent upon the availability of appropriated funding. The State reserves the right to increase or decrease the amount awarded based upon availability of appropriated funding.

H. TERM OF CONTRACT:

The anticipated initial term of the resulting contracts are upon contract execution through June 30, 2020 and may be renewed for four (4) additional one-year periods at the sole discretion of the State. Renewals are contingent upon funds being appropriated, budgeted, and otherwise made available, and other contractual requirements, if applicable, being satisfied. At the sole discretion of the State, the dates of the contract may be modified.

SECTION II

ADMINISTRATIVE INFORMATION

A. OFFICIAL MEANS OF COMMUNICATION: During the solicitation process for this RFA, all official communication with Offerors will be via notices on Colorado VSS. 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. ***It is incumbent upon Offerors to carefully and regularly monitor VSS for any such notices.***

B. INQUIRIES: Unless otherwise noted, prospective Offerors may make written or e-mail inquiries concerning this RFA to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities.

E-mail all inquiries to: Brian.Hancock@state.co.us Clearly identify your inquiries as RFA 202000049, Co-Responder Services Program

Responses to Offerors' inquiries will be published as a modification on the State of Colorado -VSS web page in a timely manner.

C. MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn by the Offeror prior to the established due date and time.

D. PROPOSAL SUBMISSION:

Your proposal package should include the following:

- **One hard copy original** (marked "original"). It is requested that the original proposal be in flat bound form to facilitate filing. **Please do not submit proposals in loose-leaf binders.**
- **One (1)** unprotected USB drives, using Microsoft office 2007-2010 products. Label all flash drives with the name of your organization. The flash drives should contain the same information and follow the same format as the hard copy.

Proposals must be received on or before the date and time indicated in the Schedule of Activities. **Late proposals will not be accepted.** It is the responsibility of the Offeror to ensure that the proposal is received by the Division of Procurement on or before the proposal opening date and time. Offerors mailing their proposals shall allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. When sending your proposal by USPS or courier (UPS, Federal Express), provide a tracking number via email to the purchasing agent listed in this RFA.

The proposal package shall be delivered or sent by mail to:

Colorado Department of Human Services
Attn: Brian Hancock
North/Central Procurement Office
1575 Sherman Street, 6th Floor
Denver, CO 80203

The State of Colorado Request for Application Signature Page MUST be signed in (preferably blue) ink by the Offeror or an officer of the Offeror legally authorized to bind the Offeror to the proposal.

Proposals which are determined to be at a variance with this requirement may not be accepted.

Proposals must be submitted and sealed in a package showing the following information.

OFFEROR'S NAME

RFA # 202000049, Co-Responder Program

PROPOSAL DUE: Monday September 16, 2019 12:00 PM MST

PUBLIC OPENING: On the date and time shown on the Request for Proposal Signature Page, the Division of Procurement will hold a Public Opening of Proposals. The Public Opening will disclose only the names of all Offerors who have submitted a proposal for evaluation by DHS. Information on costs and qualifications will be available from the Division of Procurement following selection of the winning Offeror.

E. PROPOSAL NARRATIVE LENGTH AND PAGE FORMATTING

The Division of Procurement 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.

Applicants should adhere to the following length and page formatting instructions. The State reserves the right to disqualify submissions that exceed the thirty (30) page limit or to only consider the content contained within the initial thirty (30) pages of the Offeror's submission.

Total proposal Length: Maximum of thirty (30) pages – excluding any required attachments (budget, project examples, references, etc.)

Font: Times New Roman twelve (12) point

Spacing: Double or single

Margins: One (1) inch margins on all sides

Paper: 8 ½ X 11 - double sided

Header: Applicant Name

Footer: Page number

All acronyms in the proposal must be defined.

F. ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL:

In the event that it becomes necessary to revise any part of this RFA, an addendum/amendment will be published on the Colorado-VSS web site. It is incumbent upon Offerors to carefully and regularly monitor VSS for any such postings. It is the Offeror's responsibility to make known to the Division of Procurement its interest in any addendum/amendment if it has received the RFA in a direct mailing from the Division of Procurement and no addendum has been received by mail.

G. ORAL PRESENTATIONS/SITE VISITS:

At the conclusion of evaluation and discussion of the written proposals, the State may (at the evaluation committee's sole discretion) request an oral presentation of the most favorable proposals. *Offeror should not, however, prepare the written proposal with the assumption that an opportunity for oral presentations or revisions will be offered; rather, the most favorable proposal should be submitted as their initial written submittal.*

Should the evaluation committee decide not to award solely based on initial proposals, then those proposals in the competitive range (those most responsive to the requirements and reasonably susceptible of being selected for award) will have an opportunity to make an oral presentation. The oral presentation may include a discussion for the purpose of clarification and to ensure full understanding of and responsiveness to solicitation requirements. The same criteria for evaluation will be employed and each committee member will be provided the opportunity to modify their original evaluation. Following all oral presentations, the committee will again discuss their individual evaluations.

If the evaluation committee requires such presentations, the State will schedule these sessions for the purpose of:

1. Allowing the Offeror an opportunity to present its proposal to the evaluation committee;
2. Allowing the Offeror an opportunity to demonstrate its background and capabilities in providing the requested services;
3. Allowing the State an opportunity to obtain further clarification of proposal aspects and attempt to resolve any uncertainties;
4. Resolving suspected mistakes by calling such perceived errors to Offeror's attention without disclosing information concerning other Offerors' proposals; and
5. Allowing the State an opportunity to ask specific questions of the Offeror regarding its proposal offer.

Any presentations and/or site visits will be at the Offeror's expense.

H. ACCEPTANCE OF RFA TERMS: A proposal submitted in response to this RFA shall constitute a binding offer. Acknowledgment of this condition shall be

indicated by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. It is assumed by the Offeror's response that it acknowledges all terms and conditions of this invitation for an offer. An Offeror shall identify clearly and thoroughly any variations between its proposal and the State's RFA. 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 RFA.

- I. **PROTESTED SOLICITATIONS AND AWARDS:** Any actual or prospective Offeror or Offeror who is aggrieved in connection with the solicitation or award of a contract may protest to Chris Frenz, Procurement Director, Division of Procurement, Department of Human Services, 1575 Sherman Street, Denver, CO 80203. The protest shall be submitted in writing within ten working days after such aggrieved person knows, or should have known, of the facts giving rise thereto. Reference C.R.S. Title 24, Article 109.

- J. **CONFIDENTIAL/PROPRIETARY INFORMATION:** Any restrictions of the use or inspection of material contained within the proposal shall be requested prior to the submission of the proposal itself. Written requests for confidentiality shall be submitted, by the Offeror prior to the proposal submission date. The Offeror must state specifically what elements of the proposal that would be considered confidential/proprietary. The Division of Procurement will make a written determination as to the apparent validity of any written request for confidentiality, the written determination will be sent to the Offeror.

Requests that are granted shall use the following format:

1. Confidential/proprietary information must be readily identified marked and separated/packaged from the rest of the proposal.
2. 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.
3. Any information that will be included in any resulting contract cannot be considered confidential.

After award, the offers shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data, C.R.S. Title 24, Article 72, Part 2 as amended.

- K. **RFA RESPONSE MATERIAL OWNERSHIP:** All material submitted regarding this RFA becomes the property of the State of Colorado. Proposals may be reviewed by any person after the "Notice of Intent to Make an Award" letter has been issued, subject to the terms of C.R.S. Title 24, Article 72, Part 2 as amended.

- L. **PROPOSAL PRICES:** Estimated proposal prices are not acceptable. Best and final offers may be considered in determining the apparent successful Offeror. Proposals shall be firm for a period of not less than One hundred eighty (180) calendar days from the date of award.

- M. EVALUATION:** The evaluation will identify the proposals that most effectively meet the requirements of this RFA. The work will be offered to the Offerors whose proposals, conforming to the RFA, will be most advantageous to the State of Colorado, price and other factors considered.

The State of Colorado will conduct a comprehensive, fair and impartial evaluation of each proposal received. First, all proposals will be submitted to the Division of Procurement for acceptance. The Division of Procurement will be responsible for ensuring that:

1. The Offeror's proposal complied with the due date and time.
2. The Offeror's "Colorado Request for Proposal Signature Page" meets content and other requirements.
3. The Offeror included the appropriate number of proposal copies.

Evaluation Process:

The Department plans an intensive, thorough, complete and fair evaluation process. Proposals will be evaluated on both the proposed service and the cost of the service. The evaluation will be performed and an award recommendation made to the Division of Procurement by the Evaluation Committee. Evaluation Committee Members will be selected who do not have a conflict of interest in this procurement. The Evaluation Committee will be responsible for the evaluation process that will include the following steps:

- a. Review proposals for any conditions that may disqualify the Offeror and to ensure that required terms and conditions have been met.
- b. Review proposal content, contact references and assign a preliminary score to each factor for each proposal.
- c. Determine whether, as part of the deliberations, any Offerors will be invited to participate in discussions with the Committee. (Offerors would be those who, based on preliminary scores, are reasonably susceptible of being selected for the award.) However, proposals may be reviewed and determinations made without discussion. Therefore, it is important that proposals be complete, and Offerors should recognize that opportunity for further explanation may not exist.
- d. Oral presentations, if required, for invited Offerors to demonstrate their proposed service.
- e. Adjust points or ratings as necessary.
- f. Best and final offers may take place at the State's option.
- g. Make final selection recommendation to the Division of Procurement.

- N. PROPOSAL SELECTION:** Upon review and approval of the evaluation committee's recommendation for award, the Division of Procurement will issue a "Notice of Intent to Award" on Colorado-VSS. A notice will be sent to all Offeror's indicating the notice of intent has been posted. A contract will be completed and signed by all parties concerned on or before the date indicated in the Schedule of Activities. If this date is not met, through no fault of the State, the State, at its sole discretion, may elect to cancel the "Notice of Intent to Award" notice and make the award to the next most advantageous Offeror.

- O. AWARD OF CONTRACT: The award will be made to Offeror(s) whose proposal, conforming to the RFA, will be the most advantageous to the State of Colorado, price and other factors considered.
- P. PROPOSAL CONTENT ACCEPTANCE: **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.
- Q. STANDARD CONTRACT: After award and before Contract execution the successful Offeror must be registered to do business in the State of Colorado. This registration is maintained through the Colorado Secretary of State Office. (<http://www.sos.state.co.us/>) If Offeror is a foreign corporation (formed under a statute or common law in a jurisdiction other than Colorado) or other foreign entity transacting business in the State of Colorado, shall warrant that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process.

Except as modified herein, the standard State Contract Terms and Conditions and the Sample Model Contract (attached separately on VSS as Exhibit B) included in this RFA shall govern this procurement and are hereby incorporated by reference. Please note this Model Contract lists the State's required legal provisions but does not include the specific scope of work and requirements for this RFA. This SOW and other specifics will be attached to the awarded Offeror's contract as an exhibit.

The Offeror is expected to review the attached Model Contract and note exceptions. Offerors agreeing to abide by the requirements of the RFA are also agreeing to abide by the terms of the Model Contract. Unless the Offeror notes exceptions in its proposal, the conditions of the Model Contract will govern. It may be possible to negotiate some of the wording in the final contract; however, there are many provisions, (such as those contained in the Special Provisions pages) which cannot be changed. Offerors are cautioned that the State believes modifications to the standard provisions, terms and conditions, and Special Provisions constitute increased risk to the State and increased costs. Therefore, the scope of requested exceptions is considered in the evaluation of proposals.

- R. RFA CANCELLATION: The State reserves the right to cancel this Request for Proposal at any time, without penalty.
- S. STATE OWNERSHIP OF CONTRACT PRODUCTS/SERVICES: Proposals upon established opening time become the property of the State of

Colorado. All products/services produced in response to the contract resulting from this RFA will be the sole property of the State of Colorado, unless otherwise noted in the RFA. **The contents of the successful Offeror's proposal will become contractual obligations.**

The State of Colorado has the right to retain the original proposal and other RFA response materials for our files. As such, the State of Colorado may retain or dispose of all copies as is lawfully deemed appropriate. Proposal materials may be reviewed by any person after the "Notice of Intent to Make an Award" letter(s) has/have been issued, subject to the terms of Section 24-72-201 et seq., C.R.S., as amended, Public (open) Records. The State of Colorado has the right to use any or all information/material presented in reply to the RFA, subject to limitations outlined in the clause, Proprietary/Confidential Information. 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.

- T.** 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.
- U.** PROPOSAL REJECTION: The State of Colorado reserves the right to reject any or all proposals and 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.
- V.** VENDOR IDENTIFICATION: The tax identification number provided must be that of the Offeror responding to the RFA. The Offeror must be a legal entity with the legal right to contract.
- W.** NEWS RELEASES: News releases pertaining to this RFA shall NOT be made prior to execution of the contract without prior written approval by the State.
- X.** CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:
 - 1. By submission of this proposal each Offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:
 - (a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;
 - (b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly to any other Offeror or to any

- competitor; and
 - (c) No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- 2. Each person signing the Request for Proposal Signature Page of this proposal certifies that:
 - (a) She/he is the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein and that she/he has not participated, and will not participate in, any action contrary to (1)(a) through (1)(c) above; or she/he is not the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein but that she/he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate in, any action contrary to (1)(a) through (1)(c) above, and as their agent does hereby so certify; and she/he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.
- 3. A proposal will not be considered for award where (1)(a), (1)(c), or (2) above has 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, or her/his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

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

representative, or agent.

(e) Serve on the Board of any entity without disclosure to the entity, the Secretary of State, and his/her employer.

3. A head of a principal department or a member of a quasi-judicial or rule-making agency may perform an official act notwithstanding paragraph (d) of subsection (2) of this section if her/his participation is necessary to the administration of a statute and if she/he complies with the voluntary disclosure procedures under C.R.S. 24-18-110.
4. Paragraph (c) of subsection (2) of this section does not apply to a member of a board, commission, council, or committee if she/he complies with the voluntary disclosure procedures under C.R.S. 24-18-110 and if she/he is not a full-time state employee. Reference C.R.S. 24-18-108, as amended.

Z. TAXES: The State of Colorado, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code (Registration No. 84-730123K) and from all state and local governments use taxes C.R.S. 39-26-114(a). Our Colorado State and Local Sales Tax Exemption Number is 98-02565. Seller is hereby notified that when materials are purchased in certain political sub-divisions (for example - City of Denver), the seller may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado. This sales tax will not be reimbursed by the State.

AA. PUBLIC CONTRACTS FOR SERVICES. CRS 8-17.5-101 (EXCLUDED; SECURITIES, INVESTMENT ADVISORY SERVICES OR FUND MANAGEMENT, SPONSORED PROJECTS, INTERGOVERNMENTAL AGREEMENTS, OR INFORMATION TECHNOLOGY SERVICES OR PRODUCTS AND SERVICES).

Effective May 13, 2008, Offerors who enter into or renew a public contract for services with Colorado state agencies or political subdivisions must participate in either the Federal ***E-Verify program***, or the Colorado Department of Labor and Employment Program. For more information see:

E-Verify Program: <http://www.dhs.gov/e-verify> or,

Colorado Department of Labor and Employment Program and notice forms:
Division of Labor: <http://www.colorado.gov/cs/Satellite/CDLE-LaborLaws/CDLE/1248095356380>

AB. CRS 24-102-206 Contract Performance for Services Outside US or CO - Now requires Offerors to give written notice in accordance with the following State Contract terms and conditions:

If any services are performed outside the United States or Colorado.

Performance Outside the State of Colorado and/or the United States

[Not applicable if Contract Funds include any federal funds] Following the Contract Effective Date, Offeror shall provide written notice to the State, within 20 days of the earlier to occur of Offeror'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 shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Offeror to provide notice to the State shall constitute a material breach of this Contract.

Noncompliance

Offeror's failure to provide reports and notify the State in a timely manner may result in the delay of payment of funds and/or termination as provided under this Contract.

Subcontracts

Copies of any and all subcontracts entered into by Offeror to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subcontracts entered into by Offeror related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subcontracts be governed by the laws of the State of Colorado.

SECTION III

BACKGROUND AND OBJECTIVE

A. BACKGROUND

Located within the Colorado Department of Human Services (CDHS), the Office of Behavioral Health (OBH) is responsible for developing and implementing the statewide plan for a comprehensive behavioral health care system, policy development, service provision and coordination, program monitoring and evaluation, and administrative oversight of the public behavioral health system in the State of Colorado, including the behavioral health crisis system, the state crisis line and the Criminal Justice Services Unit (Unit).

The Office of Behavioral Health is designated by the federal government as the State Mental Health Authority and the Single State Agency (SSA) for Substance Abuse Services. OBH's role is to provide leadership and oversight for the public community behavioral health system, including overseeing development of State policies, standards, rules and regulations. OBH is comprised of two Divisions.

The Office of Behavioral Health Mental Health Institutes Division administers and oversees the State's two Mental Health Institutes at Pueblo and Fort Logan (Institutes). The Mental Health Institutes provide comprehensive psychiatric, psychological, rehabilitation and therapeutic care to individuals with serious mental illness. The Institutes serve as the State's "safety net" provider for inpatient psychiatric services, predominantly treating the indigent, as well as Medicaid-eligible, and Medicare-eligible citizens. Typically, these individuals are referred for admission by the community mental health centers, county departments of human and social services and the Department's Division of Youth Services. In addition, the Colorado Mental Health Institute at Pueblo (CMHIP) serves individuals with pending criminal charges who require evaluations of competency and restoration to competency if appropriate, sanity and mental condition, and individuals found to be not guilty by reason of insanity.

The Division of Community Behavioral Health purchases services to prevent and treat mental health and substance use disorders through contracts with behavioral health providers, regulates the public behavioral health system, and provides training, technical assistance, evaluation, data analysis, prevention services and administrative support to behavioral health providers and relevant stakeholders. The Criminal Justice Services Unit within the Division of Community Behavioral Health, provides oversight and technical assistance to ensure evidence-based assessment and resources for individuals involved in the criminal justice system so they can contribute to the well-being of themselves and the safety of the public. The Unit provides resources for treatment access to criminal justice clients and stakeholders to reduce recidivism and increase community safety. Programs supported by the Unit include Jail Based Behavioral Health Services (JBBS), Offender Behavioral Health Services (OBHS), DUI Services, Law Enforcement Assisted Diversion, Strategic Individualized Remediation Treatment (STIRT) Program, and the Co-Responder Services Program.

The Co-Responder Model (Model) was developed in Los Angeles County and

implemented soon after in San Diego (California). Leaders in those jurisdictions were concerned that they were unable to link people with mental illnesses to appropriate services or provide other effective and efficient responses. They identified limitations on officers' time and lack of awareness about both community mental health resources and the characteristics of individuals who need access to those services as major obstacles. They then developed an approach that pairs specially trained officers with mental health professionals to provide a joint secondary response to the scene.

Established in 2018, Colorado's Co-Responder Services Program was created by Senate Bill 17-207 Strengthening Colorado's Statewide Crisis Response to Behavioral Health Crises. Currently, multiple funding sources support more than thirty communities that have implemented and are running a Co-Responder Services Program in their community.

Colorado intends to continue creating and strengthening law enforcement and behavioral health partnerships established by Senate Bill 17-207 by expanding the number of Colorado's Co-Responder Services Programs with the funding provided by Senate Bill 19-008. Co-Responder Services programs created and supported in Colorado shall identify calls for service where behavioral health (to include both mental health and substance use disorders) might be the relevant factor. In depth information regarding the Co-Responder Services Program requirements are included in Exhibit L.

B. OBJECTIVE

The goal of this RFA is to obtain competitive bid proposals from qualified Offerors to create or modify and update the developed Co-Responder Model to better link people with mental illness to appropriate services or provide other effective responses by partnering specially trained officers with mental health professionals who provide a joint secondary response to the scene. Colorado is following this model to create law enforcement and behavioral health partnerships that identify calls for service wherein behavioral health (mental health and/or substance use disorders) appear to be a relevant factor. Behavioral health co-responders are dispatched along with law enforcement officers on these calls. The behavioral health provider offers assessment and crisis intervention services at the scene, provides referral information to the individual and provides follow-up, when necessary.

The goals of the Co-Responder Services Program are to:

1. Prevent unnecessary incarceration and/or hospitalization of individuals with behavioral health needs.
2. Provide alternative care in the least restrictive environment through a coordinated system wide approach.
3. Prevent unnecessary duplication of mental health services.
4. Facilitate the return of law enforcement units to patrol activities.

This RFA will result in a cost reimbursement contract for the awardees. Costs are expenses related to the services provided to meet the project requirements. The Offeror will be reimbursed for allowable costs incurred and directly related to the work performed to meet the deliverables or goals specified in the contract.

C. DEFINITION OF TERMS

Term	Definition
Catchment Area	The area from which the Offeror attracts a population that uses its services and over which they have authority.
Program Champion	An individual identified in each participating law enforcement agency to serve as the agency representative on the Program Coordination Group and within their law enforcement agency. The Program Champion shall be someone in a position of authority within their agency and have a demonstrated commitment to the Co-Responder Program.
Program Coordination Group	A local guiding group tasked to ensure collaboration and communication among the Steering Committee, project manager, case managers, law enforcement officers, behavioral health service providers, prosecutors, community members, and others who have an investment in the implementation of the project. The Program Coordination Group works to address system barriers, assess and improve progress, and establish collaborative case planning approaches.

SECTION IV

REQUIREMENTS / STATEMENT OF WORK

The content below includes the requirements of the Co-Responder Services Program and identifies the requirements for this project.

Article 1: Activities & Services

1.1. Start-up Period for Project Development: The Offeror shall be permitted a start-up period of up to three (3) months. At the end of this period, the Offeror shall be expected to have all required program partnerships and contracts finalized and to be ready to begin program operations. If the Offeror is unable to implement the program within the 3 months time, the Offeror will be placed on a Performance Improvement Plan and the Offeror shall work with OBH on drafting this Performance Improvement Plan.

1.2. Revised Work Plan: The Offeror shall complete and revise Exhibit XYZ, Work Plan, if needed. The Offeror shall include activities that correspond to the Statement of Work and shall submit the work plan to OBH for approval.

1.3. Steering Committee: The Offeror shall organize and assemble a Steering Committee to oversee the implementation of the Co-Responder Services Program. The Offeror shall ensure that the Steering Committee meets at least biannual throughout the term of the contract to discuss, problem solve and/or guide any changes or issues around the implementation of the Co-Responder Services Program.

(a) The Offeror shall ensure that the Steering Committee include high-level, decision-making representatives from each of the key local stakeholder disciplines listed below:

1. Lead law enforcement agency representative.
2. Behavioral health service provider representative.
3. Impacted individual/consumer or family member.
4. Local hospital representative.
5. Regional Crisis Services Administrative Services Organization Representative.
6. It is strongly recommended that the Offeror identify and include other entities that are integral to the successful implementation of the Co-Responder Program, as appropriate, such as prosecutors, jail administrators, advocacy groups, harm reduction organizations, and other representatives as determined integral to the program.

(b) The Offeror shall ensure that the Steering Committee is responsible for the following:

1. Examine the nature of the problem and help determine the program's objectives and design.
2. Consider how the program will relate to other local criminal justice-behavioral health partnerships that may be in place or are in the process of being established.

3. Support a forum for planning decisions during the implementation phase and to provide ongoing leadership, problem solving and design modifications throughout the life of the program.
4. Designate appropriate staff to make up a Program Coordination Group, as applicable.
5. Identify program barriers to success and help reduce the impacts of barriers on the program (e.g. identification of facilities as stated in Section 1.9).

1.4. Program Coordination Group: The Offeror shall assemble and organize a Program Coordination Group to guide and support the program. This Group may be the same as the Steering Committee, if the creation of two separate groups is unrealistic due to workforce and/or resource limitations. The Offeror shall ensure that the Program Coordination Group perform and manage the following:

- (a) Oversee officer and program training implementation.
- (b) Measure the program's progress toward achieving stated goals.
- (c) Resolve ongoing challenges to program effectiveness.
- (d) Inform agency leaders and other policymakers of program costs, developments, and progress.

1.5. Program Champion: The Offeror shall choose an individual within the law enforcement agency as the Program Champion to serve as the agency's representative on the Program Coordinator Group.

1.6. Program/Project Manager: The Offeror shall choose a Program/Project Manager (Manager) for the Co-Responder Services Program. The Offeror shall draft a document outlining the Manager's roles and responsibilities, and authority. The Offeror shall ensure that the Manager develops a management plan that supports both the Steering Committee and the Program Coordination Group. The Offeror shall supply OBH with the name, title, phone, and email address for any proposed replacement whenever there is a change to the Program/Project Manager position.

1.7. Interagency Memorandum of Understanding (MOU) or Intergovernmental Agreements (IGA): The Offeror shall develop an interagency MOU or IGA, as applicable. The Offeror shall ensure that the MOU or IGA addresses any key challenges inherent in multidisciplinary collaboration. The Offeror shall ensure that the MOUs include a description of how partners collectively identified the need for the project; Individualized Letters of Support outlining each partner's level of participation, commitment in the program, responsibilities to the program (policy and/or operational), resources they will contribute, and processes in collecting and sharing data.

1.8. Data Sharing Agreements: The Offeror shall ensure a data sharing Business Associates Agreement is developed and put in place between the partner agencies, as applicable by law. The data sharing agreement shall address client confidentiality as noted under 42 CFR Part 2 and HIPAA.

1.9. Program Policies and Procedures: The Offeror shall develop and maintain Co-Responder Services Program policies and procedures, upon OBH review, approval and/or denial. The Offeror shall ensure that specific policies and procedures are developed for the following aspects of the Co-Responder Services Program:

(a) Target Population and Eligibility Criteria. The Offerors shall identify the target population, develop eligibility criteria and develop program policies to identify individuals who will be referred to the program. The Offeror shall ensure that the referrals include adults at risk for low level controlled substance-related offenses and misdemeanor crimes all of whom have been repeatedly involved with law enforcement. The Offerors may expand eligibility criteria to meet specific community needs.

(b) Call Taker and Dispatcher. The Offeror shall develop policies and procedures for call takers and dispatchers. The Offeror shall ensure that the policies include the following: address what call information is gathered; how dispatchers will be provided with up-to-date information on staffing patterns during shifts and over all geographic areas that identify law enforcement and behavioral health responders designated to respond to calls.

(c) Stabilization, Observation and Disposition. The Offeror shall develop policies and procedures to help guide co-responder teams (officers and/or behavioral health co-responders) to resolve encounters with the least restrictive environment for the call's circumstances.

(d) Transportation and Custodial Transfer. The Offeror shall develop policies and procedures to help guide effective and efficient transportation and custodial transfers. The Offeror shall ensure that the policies address, at a minimum, the following:

1. Identification of facilities that are capable of assuming custodial responsibility, available at all times, have personnel qualified to conduct a mental health evaluation, and do not turn away people brought by law enforcement, without specific reasons.
2. Connect individuals with a friend or family member, a peer support group, or crisis center, when available and in noncustodial situations in which the person does not meet the criteria for emergency evaluation and is not under arrest, but officers or the team determine the individual would benefit from services and support.
3. Engagement of the services of the individual's current mental health provider or a crisis team.

The Offeror shall submit to OBH a draft copy of the Policies and Procedures for review and feedback. The Offeror shall update and incorporate any feedback from OBH to the draft Policies and Procedures. The Offeror shall submit a final copy of the Policies and Procedures.

1.10. Information Exchange and Confidentiality¹: The Offeror shall ensure that the Steering Committee develop procedures to establish essential information sharing that protects individuals' confidentiality rights as treatment consumers and constitutional rights as possible defendants. Individuals with behavioral health disorders who have been in contact with a behavioral health agency should be offered an opportunity to

¹ OBH has a [Behavioral Health Care Compliance Toolbox](#) with resources to assist with the development of policies and practices to comply with federal law.

provide consent in advance for behavioral health providers to share specified information with law enforcement authorities if an incident occurs (sometimes called an advance directive).

1.11. Program Training and Cross-training: The Offeror shall provide training necessary for the program to include:

(a) Officer Training: The Offeror shall implement training to improve officers' responses to people with behavioral health needs and to educate officers on the Co-Responder Services Program. The Offeror or Steering Committee shall determine the amount of training necessary to ensure, at a minimum, that a group of officers sufficient to cover all time shifts and geographic districts.

(b) Cross-training: The Offeror shall ensure that there are opportunities to behavioral health personnel and other stakeholders to help improve cross-system understanding of agencies' roles and responsibilities, law enforcement issues, program policies and procedures, information sharing, safety and other opportunities to see policies translated into action.

1.12. Catchment Area The Offeror shall define the service/catchment area that best meets the community's needs.

1.13. Individualized Service Provision The Offeror shall ensure that the Co-Responder Services Program link individuals referred to, or contacted by the program to community based behavioral health supports and services, as appropriate.

1.14. The Non-Displacement of Resources The Offeror shall ensure the Co-Responder Services Program participants do not receive preferential access to scarce resources that would prevent others in need or on wait lists from being served.

1.15. Evidence Based Practices The Offeror shall use evidence-based and promising practices within the screening and service delivery structure, as appropriate, to support effective outcomes. The use of a risk/need/responsivity (RNR) model is encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support success.

1.16. Training and Meeting Attendance: The Offeror shall attend a mandatory orientation session, program meetings and other OBH required training throughout the term of the Co-Responder Services Program.

1.17. Staff Time Tracking and Invoicing: The Offeror shall ensure expenses and staff are tracked and invoiced separately for each program or funding stream. Any other funding sources or in kind contributions supporting the Co-Responder Services Program shall be disclosed in the invoice submission

1.18. Use of Funds: The Offeror may use funding to support, but is not limited to with the approval of OBH, the following:

(a) Project management and community engagement

(b) Temporary services and treatments necessary to stabilize a participant's condition, including necessary housing

- (c) Outreach and direct service costs for services
- (d) Specialized program training
- (e) Dedicated law enforcement resources, including overtime required for participation in operational meetings and training
- (f) Training and technical assistance from experts in the implementation of Co-Responder Programs in other jurisdictions
- (g) Collecting and maintaining the data necessary for program evaluation

The Offeror shall reach out to OBH’s Manager of Co-Responder Services for any questions relating to use of funds.

1.19. Subcontractor/Partnership Termination: In the event where partnerships with a subcontractor is terminated, such as a case management or treatment provider, the Offeror shall transition to a new partnership no later than 30 days from termination to ensure continuity of care for all participants of the program. The Offeror shall communicate any subcontractor termination via email to the Office of Behavioral Health’s Manager of Co-Responder Services within (1) one Business Day.

1.20. Critical Incident Policy: The Offeror shall develop and maintain a policy for the review of critical incidents (including death, physical assault and sexual assault) that occur during a Co-Responder intervention or response.

1.21. Critical Incident Reporting: Incidents that fall within standard police protocols and procedures (such as the use of less lethal interventions to maintain safety) are exempt from this requirement. If a critical incident (including death, physical assault and sexual assault) occurs during a Co-Responder intervention or response, the Offeror shall take the action most appropriate, from the choices below:

(a) If the client/participant is enrolled in services at a behavioral health agency or facility, the Offeror shall inform the service provider of the incident so that the service provider can follow their licensing entity’s critical incident protocols and policies (if applicable) and for the purpose of continuity of care.

(b) For any incident involving the death of a client, or any critical incident that falls outside police protocols and standards and the client is not known to be enrolled in behavioral health services with an agency or facility, the Offeror shall share the following information with the Office of Behavioral Health via an encrypted email to cdhs_ci_obh@state.co.us, within 24 hours of the time the incident occurs:

1. Name of participant involved.
2. Date and time of incident.
3. Location of the incident.
4. The nature of the incident.
5. How the incident was resolved.
6. Name[s] of staff present.
7. Whether the incident resulted in any physical harm to the participant or any staff.

1.22. Data Collection and Submission: The Offeror shall collect information and data relevant to the program performance measures and submit this information monthly using the template provided by OBH. The Offeror shall ensure that the Co-Responder Services Program performance measures the following:

- (a) Number of law enforcement officers receiving specialized training.
- (b) Number of calls received by dispatch qualifying for Co-responder Program criteria.
- (c) Number of incidents to which specially trained officers responded.
- (d) Officer response times.
- (e) Number of repeat calls for service.
- (f) Officers' disposition decisions, such as linking a person with services;
- (g) Time required for Co-Responder calls.
- (h) Locations used for custodial transfer.
- (i) The number of injuries and deaths to officers and civilians.

Article 2: Deliverables Table

2.1. Deliverable Table. The Offeror shall provide the stated deliverables in accordance with the dates stated in the table. The Deliverable is detailed in the following table:

TABLE 1: DELIVERABLES	
DELIVERABLES	DATE DUE
Revised Work Plan	Due 30 days from Contract Effective Date and after that annually.
Program Policies and Procedures Document	Draft document due to OBH 90 days from Contract Effective Date. Final document due to OBH 30 days from reviewed draft sent from OBH to Offeror.
Submit copy of the Memo of Understanding (MOU) and/or Intergovernmental Agreement (IGA)	Upon execution of MOU or IGA
Submit Quarterly Progress Report using template provided by OBH	Quarterly - July 30th, October 30th, January 30th, and April 30th, by 5pm <i>Submit on the next available business day if it the date above is on a weekend.</i>
Performance Outcome Measures Report using template provided by OBH, on current monthly and year-to-date outcomes	Monthly - 15 days after the end of the reporting month.
Submit copy of subcontract(s)	Upon execution of subcontract(s)
Submit copy of the Steering Committee and Policy Coordination Group Member Rosters* <i>*If Steering Committee and Policy Coordination Group members are the same, note the rationale on roster.</i>	60 days after contract execution and as updated

SECTION V

RESPONSE FORMAT

To facilitate an effective evaluation process, proposals must be submitted in the following format on 8 1/2 by 11 inch paper and all pages should be numbered in the following manner: page 1 of 30 pages. Please use double-sided pages. Only the first 30 pages will be reviewed unless otherwise specified.

Please respond to the items below in the same sequence as outlined in this Section. Responses should be numbered in the same sequence as outlined in the Sections below. Please complete and attach requested exhibits or respond/describe how the following components will be accomplished in the Sections below. Proposals should not simply repeat what is written in this Section, but rather evidence the Offeror's understanding of the State's requirements and its ability to provide the services needed and effectively meet the requirements of this RFA. Proposals that do not follow the sequence outline and response format of this RFA may be deemed non-responsive and disqualified from further consideration. Please define all acronyms and identify any items requested by the State that are not included in the response. Please refer to Exhibit L for additional background on the program.

A. STATE OF COLORADO REQUEST FOR APPLICATION SIGNATURE PAGE

Include the State of Colorado Request for Application Signature Page (Exhibit A). An officer of the Offeror who is legally authorized to bind the Offeror to the proposal must sign this page in ink.

B. TRANSMITTAL LETTER Submit a Transmittal Letter on your official business letterhead that:

1. Positively states your willingness to comply with all work requirements and other terms and conditions as specified in this RFA.
2. Identifies all material and attachments that comprise your proposal.
3. Is signed by an individual authorized to commit your organization to the proposed work.
4. States whether the Offeror is a partnership, a non-profit corporation, a Colorado corporation, a non-Colorado corporation, or some other business structure. Non-Colorado corporations must register as a foreign corporation to conduct business in Colorado and appoint a resident agent to review process. If the Offeror is a foreign corporation, a limited liability partnership or a limited liability limited partnership, state that the Offeror currently has a Certificate of Good Standing or Certificate of Existence to do business in Colorado. Proof of such certification shall be provided upon request.
5. States whether the Offeror or any of the Offeror's employees, agents, independent Offerors, or proposed subcontractors have ever been an excluded provider, convicted of any criminal charges or actions involving moral turpitude. If yes, attach an explanation.
6. States that the Offeror's Proposal shall remain valid for a minimum of one hundred eighty (180) days from the date of the award.
7. Discloses all current pending contracts with the State of Colorado and all bids or proposals submitted to the State of Colorado but not yet awarded.
8. Identifies all potential conflicts of interest related to this RFA. If any actual or

potential conflicts of interest are identified, provide your plan to mitigate the actual or potential conflict of interest.

9. Vendor disclosure of services identifies if the vendor or subcontractor will perform the services outside the state of Colorado or United States. If this is the case, provide a brief statement explaining why the vendor believes it is necessary or advantageous to perform the services outside the state of Colorado or United States. Contracts entered into or renewed by a government entity are subject to the following statute(s) under HB 13-1292 "Keep Jobs in Colorado Act of 2013".
10. Service Disabled Veteran Owned Small Businesses (SDVOSBs) – Per C.R.S. 24-103-211. Vendors 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) should disclose this information. SDVOSBs making this claim 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 considered a SDVOSB.
11. Per C.R.S. 24-103-502 Please describe your company's accounting system. The description should state that your accounting system will permit timely development of all necessary cost data in the form required by the contract type contemplated in this solicitation and will adequately allocate cost in accordance with generally accepted accounting principles.

C. OFFEROR INFORMATION FORM – Exhibit H

D. MANDATORY CRITERIA

Proposals that do not comply with mandatory/minimum requirements will be disqualified.

1. Eligible Offeror must be cities or county government agencies. Although cities and counties may select an agency to serve as a Project Manager in the implementation of the project, the Offeror agency will retain the responsibility for the overall project administration including fiduciary oversight.
2. The State has the right and obligation to monitor and audit Offeror financial records and performance. Such monitoring may include reporting and onsite as well as off-site review and audit. Offeror must provide the State with sufficient access to Offeror and its subcontractor's records necessary to fulfill this obligation. Please confirm and describe how this mandatory requirement shall be met and include a signed affidavit by the Chief Executive Officer (Exhibit O).

E. DEMONSTRATED EXPERIENCE AND CAPABILITIES

The Offeror's application shall include evidence that it has the knowledge, skills, abilities and experience in the areas identified. Specifically, each application must address and provide each of the following:

1. Executive Summary

Offeror shall summarize their approach to the proposed project. The summary should provide the State with an overall understanding of the proposed

approach, and demonstrate the Offeror's understanding of the business needs and project goals.

2. Organization Overview and Personnel

- a. Describe Offeror's internal organizational structure, including a delineated management structure and an organizational chart. The organizational structure shall clearly define lines of responsibility, authority, communication, and coordination within and between various components and departments of the organization and any subcontractors. The organizational chart should list all positions within the Offeror's organization and subcontractors that are responsible for the performance of any activity related to the services required in this RFA, including their hierarchy and reporting structure. The organizational structure should be easily understood and accessible by those interfacing with the organization. (This will not count towards the page limit.)
- b. Complete Exhibit E - Staffing Plan. (This will not count toward the page limit.)
- c. Explain how the Offeror will ensure that equally qualified persons are assigned to the project if key personnel leave the project. The State expects that the awarded Offeror will continue to make the key project personnel available through the life of the contract as long as they remain in Offeror's employ. The State reserves the right to approve any replacement personnel.
- d. Include a plan for how the Offeror will manage subcontractors to ensure that the portions of the work assigned to the subcontractor will adhere to required standards listed in the RFA, ensure accurate and complete data submissions, and participate in necessary quality improvement and training activities as necessary. Explain how the subcontractor will be procured.

F. BUSINESS PROPOSAL

Offeror responses will be evaluated regarding the extent to which a proposal adequately addresses the questions/directions listed under the corresponding section titles. If a question/direction does not apply, the Offeror should clearly state as such and provide the reason.

1. Proposal Narrative

a. Project Need:

- i. Describe the need for a Co-Responder Services Program in your jurisdiction using local data and other documentation on substance use disorder and mental health, population affected, geography, number of arrests/dispatches for relevant offenses, current diversion or community court availability/effectiveness, access to behavioral health services including crisis services and harm-reduction services, and any relevant cost data.
- ii. What considerations were assessed in determining the need? How does the need relate to the overall goal of the

Co-Responder Services Program?

- b. Project Description:
 - i. Provide a description of the overall structure of the Program.
 - ii. Describe how the Program is consistent with the guiding principles and fundamental approaches of the Co-Responder Model as described in Exhibit L.
 - iii. Describe the link between the intended participants' needs and the Program's ability to serve those needs.
 - iv. Provide a description of the service area and included catchment area(s). Describe how the proposed Program structure and staffing meets the needs of the catchment area, i.e. factoring in travel time, volume of calls and proposed shift structure.
 - v. What process will be used to determine call taker and dispatcher protocols and processes for gathering information from callers?
 - vi. How many participants does the Program anticipate it will contact and how many will it serve?
 - vii. Explain the training approach to be implemented throughout the Program for the officers, call takers/dispatchers, behavioral health personnel and other stakeholders.
 - viii. Discuss the role, responsibilities and accountability of the program manager in the Co-Responder Services Program.
 - ix. What wraparound linkage services and resources will be provided in the Program and how are these consistent with evidence-based practices?
- c. Partnership and Collaboration:
 - i. Discuss how the Steering Committee was developed, identify and discuss the mutual need(s) that will be addressed by this policy body.
 - ii. Demonstrate how the selection process for the Steering Committee members involved those in the community that will be most affected by the program.
 - iii. Discuss how the Steering Committee will ensure mutual involvement, shared decision-making, shared data and evaluation activities, a shared planning process, responsiveness, and transparency.
 - iv. Describe the structure of the Program Coordination Group and how the group will interface with the Steering Committee. If the two bodies will be comprised of the same representatives, please include justification.
 - v. How will the program cultivate the development of a coordinated system of care that integrates all services (other crisis services, referral, intake, case planning, service delivery, case management, evaluation) and includes a feedback loop to all program partners, as well as to the Program Coordination Group and the Steering Committee?
 - vi. Complete Exhibit(s) J – Oversight Committees Rosters and

K – List of Partner Agencies and Services (this will not count towards the page limit).

d. Services:

- i. Describe in detail the services, resources, providers and method of service delivery that will be available to participants and the maximum service amounts that Offeror is prepared to provide within the compensation amounts and requirements associated with this RFA.
- ii. What is the evidence that the proposed services and resources are appropriate for the identified purposes, settings, and populations? How do the proposed services reflect the specific needs of the diverse communities to be served?
- iii. Describe the partnerships proposed for stabilization, observation, disposition and custodial transfer. Include current or planned partnerships and coordination with Colorado Crisis Services.
- iv. What is the process for assessing participants for danger to self and others; what assessment tool(s) will be used?
- v. Explain which resources will be engaged for participants who are considered “high utilizers” upon referral, and ongoing.
- vi. Describe how individualized case plans will be developed and updated and how this information will be shared with the participant and the Co-Response team.

e. Data Collection:

- i. Describe in detail the Offeror’s plan to allow for necessary information sharing between involved parties (e.g. law enforcement agencies and mental health professionals) while adhering to privacy laws.
- ii. Describe proposed resources and protocols for the collection of data on:
 - a) The number of injuries and deaths of officers and civilians;
 - b) Officer response times;
 - c) The number of incidents to which specially trained officers responded;
 - d) The amount of law enforcement and/or other first responder time saved by co-responder;
 - e) Formal actions diverted by co-responder clinician
 - f) The number of repeat calls for service; officers’ disposition decisions, such as linking a person with services; and time required and method used for custodial transfer.

2. Outcome Measurements and Reporting

- a. Contract award recipients are required to provide project progress and relevant program information by submitting quarterly progress reports 30 days after the end of a quarter to OBH. In addition, contract award recipients are required to submit OBH identified

data monthly, using an OBH created template, on the 15th of the month. Describe the process to ensure that quarterly progress reports and monthly data are submitted in a timely manner.

3. Complete Exhibit I - Project Work Plan (this will not count towards the page limit).
4. Attach Letters of Support to reflect Statement of Intent and role in program (this will not count towards the page limit).
5. Attach geographical map of service area (this will not count towards the page limit).
6. Please list and explain any requested changes to Exhibit B. - State's Contract Terms and Conditions and Exhibit C. – Miscellaneous Provisions. Please attach a red lined version with any changes (this will not count towards the page limit.) The General Provisions, Special Provisions, Option Letter Provision (Exhibit B) and Exhibit F. –HIPAA Business Associate Document shall not be negotiable.

G. BUDGET PROPOSAL

1. Offeror must complete and attach the cost reimbursement budget templates from Exhibit D - Budget Template and Narrative. Absence of budget narratives and calculations may be cause for rejection of the Offeror's proposal and disqualification from the RFA/selection process. All items in the proposed budgets are subject to negotiation. Please be as detailed as possible (this section will not count towards the page limit).
 - a. Please complete the two budget template tabs in Exhibit D for:
 - i. Yr. 1 - Fiscal Year 2020 - pro-rated budget with an anticipated start date of January 2020 and end date of June 30, 2020. Each Offeror may request a maximum of \$215,954.
 - ii. Yr. 2 - Fiscal Year 2021 - full year of July 1, 2020 through June 30, 2021. Each Offeror may request a maximum of \$290,000.
 - b. Funds cannot be used for the acquisition of real property or new construction.
 - c. Personnel referenced in Exhibit E - Staffing Plan must be included in the submitted budget if staff positions are funded by this RFA.
 - d. Refer to Exhibit G – Accounting Auditing Guidelines 2018 for explanation of Budget Categories/Classifications.
 - e. List the names (if known) for subcontractors and explain the services that will be provided by each, note hours and billing rates.
 - f. Include budget for travel to the Kick Off meeting to be held in Denver.
 - g. Indirect Costs shall not exceed 10% of the Direct Costs.
2. Funds can be used to supplement existing funds dedicated to the project, but may not replace (supplant) funds that have been appropriated for the same purpose. Identify additional funding sources supporting current co-responder programs as well as current or future funding sources available to ensure the longevity of the program beyond the program period.
3. The State has up to 45 days to make invoice payments. Please confirm and describe how the Offeror has adequate solvency to pay its expenses up to 45 days after invoice submission to the State. This may include a signed affidavit by

the Finance Officer or representative that affirms and proves that the Offeror has adequate cash flow to pay its expenses if the State reimburses 45 days after Offeror invoice submission. Additionally, Offerors may consider additional proof of solvency such as describing secured lines of credit or other financial resources that demonstrate financial stability.

SECTION VI

EVALUATION AND AWARD

A. EVALUATION OF PROPOSALS

The award decision ultimately is a business judgment that will reflect an integrated assessment of the relative merits of the proposals using the factors set forth in the RFA. The Department intends to award the contract to the Offeror whose proposal, conforming to the RFA, will be most advantageous to the Department, price and other factors considered.

The Department will conduct a comprehensive, fair, and impartial evaluation of the proposals received in this solicitation effort. A Proposal Evaluation Committee will evaluate Proposals that meet the requirements referenced in Section IV. Evaluation criteria for the proposals will be used for the purpose of ranking the proposals in a relative position based on how fully each proposal meets the requirements of this RFA. Such ranking will not necessarily be conclusive in selection of a prospective Offeror, but will be evaluated with other information that may come to the attention of the State, and may, in their judgment, impact the prospective Offeror's ability to perform the services.

Offerors should not assume that they would have an opportunity for oral presentations or revisions of proposals. Therefore, Offerors should submit their most favorable proposal as their initial proposal. If an award is not made based on the initial proposals, Offerors considered most competitive may be provided an opportunity to make an oral presentation. The competitive range determination will be based exclusively on the written proposals. Offerors are therefore cautioned to ensure that their proposals adequately convey a sound approach and a comprehensive understanding of the scope of work requirements. If proposal revisions are permitted after the conclusion of oral presentations and discussions, the Department will establish a date, in writing, for submission of best and final offers. The purpose of this step would be to submit revisions only, not to submit comprehensive proposal rewrites.

B. SUBMISSION CHECKLIST

Proposals that have met the minimum submission requirements outlined in Section V of this RFA will be passed on to the evaluation review committee for further review and consideration.

At a minimum, proposals are:

1. Submitted by the due date and time.
2. Completed and Signed Signature Page
3. Completed and Signed Transmittal Letter
4. Organized, Tabbed and formatted per instructions contained within the RFA and all other documents considered to be a part of the RFA.
5. Packaging instructions and designated number of copies.

Proposals that do not meet the criteria of the Submission Checklist, and initial review may be disqualified.

C. GENERAL CRITERIA/EVALUATION FACTORS:

Proposals will be rated/scored in the following categories detailed in this RFA:

- Category 1 – Demonstrated Experience and Capabilities – Response to Section V.E.
- Category 2 – Business Proposal – Response to Section V.F.
- Category 3 – Budget Proposal – Response to Section V. G.

D. BASIS FOR AWARD

The business and technical factors will be assessed based on the soundness of the Offeror's overall approach and the Respondent's understanding of the requirements. The experience and/or demonstrated capabilities factor will be assessed by considering the extent to which the qualifications, experience and past performance are likely to foster successful, on-time performance. Strategies for meeting expedited implementation timeframes will be assessed based on their reasonable likelihood of success. Assessments may include a judgment concerning the potential risk of unsuccessful or untimely performance, and the anticipated amount of State involvement necessary (beyond that reasonably necessary) to ensure timely, successful performance.

The State may contact client references provided, and in addition, obtain information concerning the Offeror's performance on other work performed for the State of Colorado. Client references will be used as a verification of information provided by the Offeror and as a means to validate the performance of the Offeror on prior work and will have a bearing on the scoring of Proposals. The State cannot assume any liability for statements made by client references provided by Offerors

The State may disqualify from consideration any Offeror who is involved in bankruptcy proceedings or whose financial condition is deemed to pose a risk to the State for successful performance of the contract.

E. PERFORMANCE OF AWARD

Proposed changes or exceptions to any requirement, or State's Contract Terms and Conditions (Exhibit B), may disqualify Offeror's proposal response from consideration. A completed contract is expected within 60 days following the letter of intent to award. In the event a contract is not signed (through no fault of the State) by the awarded Offeror within 60 days, and barring any protest that may delay the completion of a contract, the State may elect to cease negotiations, withdraw the award, and award to the next most advantageous Offeror.