



CO L O R A D O

**Department of Health Care
Policy & Financing**

HCPF Solicitation:

DQ UHAA 2026000490

Medical Consultant

TABLE OF CONTENTS

SECTION 1.0	INTRODUCTION AND BACKGROUND	1
1.1.	GENERAL INFORMATION	1
1.2.	ANTICIPATED PO TERM	1
1.3.	SUBRECEPIENT STATUS	1
1.4.	BACKGROUND	1
SECTION 2.0	TERMINOLOGY	2
2.1.	ACRONYMS, ABBREVIATIONS AND OTHER TERMINOLOGY	2
SECTION 3.0	RESPONDENT'S EXPERIENCE	5
3.1.	ORGANIZATIONAL EXPERIENCE	5
SECTION 4.0	STATEMENT OF WORK/SPECIFICATIONS AND REQUIREMENTS	5
4.1.	MANDATORY/MINIMUM REQUIREMENTS	5
4.2.	ACCESSIBILITY REQUIREMENTS	6
4.3.	CONTRACTOR PERSONNEL	6
4.4.	PROJECT SPECIFIC STATEMENT OF WORK	7
4.5.	CONTRACTOR'S ADMINISTRATIVE REQUIREMENTS	8
SECTION 5.0	COMPENSATION	10
5.1.	DELIVERABLES, TIMELINE, AND COMPENSATION	10
5.2.	INVOICING AND PAYMENT PROCEDURES	11
SECTION 6.0	ADMINISTRATIVE INFORMATION	12
6.1.	SOLICITATION COMMUNICATIONS	12
6.2.	SOLE POINT OF CONTACT	13
6.3.	SCHEDULE OF ACTIVITIES	13
6.4.	RESPONDENT INQUIRIES	14
6.5.	AGREEMENT	14
SECTION 7.0	GENERAL CONSIDERATIONS	15
7.1.	DISCLAIMER ON INFORMATION IN SOLICITATION	15
7.2.	SERVICE DISABLED VETERAN OWNED SMALL BUSINESSES (SDVOSB)	15
7.3.	RESPONDENT ASSISTANCE	15
7.4.	SOLICITATION CANCELLATION	15
7.5.	MODIFICATIONS OR WITHDRAWAL OF QUOTES	16
7.6.	MISTAKES AND MINOR INFORMALITIES IN RESPONDENT QUOTES	16
7.7.	QUOTATION RESPONSE AND PRE-PO COSTS	16
7.8.	RESPONDENT REGISTRATION IN COLORADO	16
7.9.	RESPONDENT IDENTIFICATION	17
7.10.	TAXES	17
7.11.	CONFLICTS OF INTEREST/ETHICS	17
7.12.	DEBARMENT AND SUSPENSION	18

SECTION 8.0	SUBMISSION REQUIREMENTS	18
8.1.	GENERAL REQUIREMENTS.....	19
8.2.	QUOTATION RESPONSE REQUIREMENTS	20
8.3.	PERFORMANCE DISCLOSURE.....	22
8.4.	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION	23
8.5.	CONFIDENTIAL / PROPRIETARY INFORMATION SUBMISSION	24
8.6.	QUOTATION RESPONSE MATERIALS OWNERSHIP	25
SECTION 9.0	EVALUATION METHODOLOGY	25
9.1.	SELECTION	26
9.2.	QUOTATION RESPONSE EVALUATION CRITERIA	26
SECTION 10.0	AWARD AND PO.....	27
10.1.	NOTICE OF INTENT TO AWARD	27
10.2.	PROTESTED SOLICITATIONS AND AWARDS.....	27
10.3.	QUOTATION RESPONSE CONTENT ACCEPTANCE.....	28
10.4.	PO TERMS AND CONDITIONS AND NEGOTIATIONS	28
10.5.	PO FUNDING	29
	APPENDIX A - HIPAA BAA	
	APPENDIX B - PII CERTIFICATION	
	APPENDIX C - W-9	
	APPENDIX D - VPAT	

SECTION 1.0 INTRODUCTION AND BACKGROUND

1.1. GENERAL INFORMATION

- 1.1.1. The Colorado Department of Health Care Policy and Financing (Department) is soliciting competitive, responsive quotation responses from experienced and financially sound organizations to perform as the Medical Consultant to support the Chief Medical Officer (CMO) in the expansion of oversight and support for the Regional Accountable Entities (RAEs), various provider types (hospitals, primary care, obstetrics/gynecology, pediatrics, behavioral health, long-term acute care, etc.), and other value-based organizations participating in but not limited to Phase Three of the Accountable Care Collaborative (ACC) for the Department.
- 1.1.2. General solicitation information, timelines and quotation response submission requirements are available in Section 6.0, Administrative Information, and Section 8.0, Submittal Requirements.

1.2. ANTICIPATED PO TERM

- 1.2.1. The Respondent's start-up period is anticipated to begin on July 1, 2026 and end on June 30, 2027.
- 1.2.2. The initial operational period of the Purchase Order (PO) is anticipated to begin at the end of the start-up period and will last until June 30, 2027.
- 1.2.3. The Department is not responsible for any goods delivered or services performed by the awarded Respondent without a Department-issued Purchase Order.

1.3. SUBRECIPIENT STATUS

- 1.3.1. The Respondent will be considered a subrecipient subject to the requirements of the Office of Management and Budget Uniform Guidance, 2 CFR Part 200. As a subrecipient, the Respondent shall comply with all reporting, auditing, and other requirements of 2 CFR Part 200.

1.4. BACKGROUND

- 1.4.1. Department of Health Care Policy and Financing Background

- 1.4.1.1. The Department serves as the Medicaid Single State Agency as defined by 45 C.F.R. §205.100. The Department develops and implements policy and financing for Medicaid and the Children’s Health Insurance Program, called Child Health Plan Plus (CHP+) in Colorado, as well as a variety of other publicly funded health care programs for Coloradans who qualify. For more information about the Department, visit www.Colorado.gov/HCPF.
- 1.4.1.2. The Department is a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U.S.C. §§1320d - 1320d-8) and its implementing regulations.
- 1.4.1.3. The Department operates the Colorado Medicaid Program, known as Health First Colorado, in accordance with the Colorado Medical Assistance Act (§§25.5-4-104, *et seq.*, C.R.S.) and Title XIX of the Social Security Act. Colorado Medicaid is annually funded from appropriations authorized by the Colorado General Assembly and matched by federal funds.
- 1.4.2. Project Background
 - 1.4.2.1. The Department is seeking a Contractor to serve as the Medical Consultant to the Department. The Contractor will work closely with the Payment Reform team and Quality Performance team on various projects and stakeholder outreach and engagement activities.
 - 1.4.2.2. The Contractor will work closely with the Chief Medical Officer and provide support and subject matter expertise related to Department programs.
 - 1.4.2.3. The Medical Consultant position was previously a Pediatric Consultant position and held by a pediatrician. The needs and requirements of the Department have shifted to open the position to the wider medical community.

SECTION 2.0 TERMINOLOGY

2.1. ACRONYMS, ABBREVIATIONS AND OTHER TERMINOLOGY

- 2.1.1. Acronyms, abbreviations and other terminology are defined at their first occurrence in this Documented Quote (DQ). The following list is provided to assist

the reader in understanding acronyms, abbreviations and terminology used throughout this document.

- 2.1.1.1. ACC - Accountable Care Collaborative
- 2.1.1.2. APM - Alternative Payment Model
- 2.1.1.3. Business Day - Any day in which the State is open and conducting business, but shall not include Saturday, Sunday, or any day which the State observes one of the holidays listed in C.R.S. §24-11-101(1).
- 2.1.1.4. Child Health Plan Plus (CHP+) - Colorado's public low-cost health insurance for certain children and pregnant women. It is for people who earn too much to qualify for Health First Colorado, but not enough to pay for private health insurance.
- 2.1.1.5. Contractor - The individual or entity selected as a result of this solicitation to complete the Work contained in the PO.
- 2.1.1.6. Deliverable - Any tangible or intangible object produced by Respondent as a result of the work that is intended to be delivered to the Department, regardless of whether the object is specifically described or called out as a "Deliverable" or not.
- 2.1.1.7. Department - The Colorado Department of Health Care Policy and Financing, a department of the government of the State of Colorado.
- 2.1.1.8. Effective Date - The date on which the Purchase Order resulting from this solicitation is approved and signed by the Colorado State Controller or designee, as shown on the Purchase Order.
- 2.1.1.9. FQHCs - Federally Qualified Health Centers
- 2.1.1.10. Health First Colorado - Colorado's Medicaid program.
- 2.1.1.11. Health Insurance Portability and Accountability Act (HIPAA) - The Health Insurance Portability and Accountability Act of 1996, as amended.
- 2.1.1.12. PII means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security

number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, *et. seq.*, C.R.S.

- 2.1.1.13. Purchase Order (PO) - The agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules, and cited authorities, and any future modifications thereto, that is entered into as a result of this solicitation.
- 2.1.1.14. Purchase Order (PO) Funds - The funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under the PO resulting from this solicitation.
- 2.1.1.15. RAEs - Regional Accountable Entities
- 2.1.1.16. Respondent - Any individual or entity that submits a quotation response (also called a Quote), or intends to submit a quotation response, in response to this solicitation.
- 2.1.1.17. State - The State of Colorado, acting by and through any State agency.
- 2.1.1.18. Subcontractor - Any third party engaged by Respondent to aid in performance of the Work.
- 2.1.1.19. VBP - Value Based Payment
- 2.1.1.20. Work - The Goods delivered and Services performed pursuant to any PO that may result from this solicitation.
- 2.1.1.21. Work Product - The tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the

Effective Date of any PO that may result from this solicitation that is used, without modification, in the performance of the Work.

SECTION 3.0 RESPONDENT'S EXPERIENCE

3.1. ORGANIZATIONAL EXPERIENCE

- 3.1.1. The Department has determined that it desires specific experience and skills for a Respondent to possess in order for the Respondent to be able to complete the Work efficiently while meeting the demands and deadlines of the Department.
- 3.1.2. The Department will evaluate the Respondent's quotation response pertaining to the following:
 - 3.1.2.1. The ideal Medical Consultant would have experience with rural healthcare or federally qualified health centers (FQHCs), and be either a Pediatrician, Family Medicine Physician, or OBGYN.
 - 3.1.2.2. The Department would like the Medical Consultant to also have experience with PDSA Cycles, SMART goals, large or small group teaching experience, provider education development, and value-based program development.

QUOTATION RESPONSE 1. Provide a detailed description of Respondent's organizational experience related to the Work. The Respondents' experience with rural healthcare, FQHCs, Pediatrics, Family Medicine, or Obstetrics and Gynecology in the last 5 years. If any related experience is greater than 5 years ago, please explain. Please elaborate on how long the Respondent spent in each of the mentioned areas and elaborate on any other experience that might be applicable.

SECTION 4.0 STATEMENT OF WORK/SPECIFICATIONS AND REQUIREMENTS

4.1. MANDATORY/MINIMUM REQUIREMENTS

- 4.1.1. The Contractor shall provide the following Key Personnel for all Work under this Solicitation
 - 4.1.1.1. The Contractor shall have and maintain a full and unrestricted medical license
 - 4.1.1.2. Physician with experience in some or all of the following areas

- 4.1.1.2.1. Value-based program development
- 4.1.1.2.2. Familiarity with standardized clinical quality measurement
- 4.1.1.2.3. Provider education development
- 4.1.1.2.4. Experience teaching both large and small groups
- 4.1.1.2.5. Utilization of SMART goals and PDSA cycles
- 4.1.1.2.6. Participation in value-based programs
- 4.1.1.2.7. Experience in rural and/or Federally Qualified Health Centers (FQHCs)
- 4.1.1.2.8. Pediatric care (pediatrician or family physician)
- 4.1.1.2.9. Obstetrics/maternal care (OBGYN or family physician)
- 4.1.1.2.10. Hospital experience
- 4.1.1.2.11. Government experience

4.2. ACCESSIBILITY REQUIREMENTS

- 4.2.1. All work performed as a result of this solicitation and under any PO must comply with all applicable provisions of §§24-85-101, C.R.S., et seq., and the *Accessibility Standards for Individuals with a Disability*, as established by the Office Of Information Technology pursuant to §24-85-103 (2.5), C.R.S., and all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

4.3. CONTRACTOR PERSONNEL

- 4.3.1. Respondent shall provide qualified personnel as necessary to perform the Work throughout the term of the PO. If the Department determines that Respondent has not provided sufficient personnel to perform the Work in accordance with the requirements of the PO, Respondent shall provide all additional personnel necessary to perform the Work in accordance with the requirements of the PO at no additional cost to the Department.

- 4.3.1.1. Upon request by the Department, Respondent shall provide the Department with a list of individuals assigned to the PO and appropriate contact information for those individuals.
- 4.3.1.1.1. DELIVERABLE: Final list of names of the individuals assigned to the PO
- 4.3.1.1.2. DUE: Within five Business Days after the Department's request
- 4.3.2. Respondent shall ensure personnel assigned to the PO are available for meetings with the Department during the Department's normal business hours, as determined by the Department. Respondent shall also make these personnel available outside of the Department's normal business hours and on weekends with prior notice from the Department.

QUOTATION RESPONSE 2. Provide a detailed explanation of how the Respondent will provide sufficient personnel to perform the Work.

4.4. PROJECT SPECIFIC STATEMENT OF WORK

- 4.4.1. The Contractor shall serve as the Medical Consultant for the Department and act as the clinical subject matter expert for the Contractor's specialty (pediatrics, family medicine, obstetrics/gynecology, etc.).
- 4.4.2. The Contractor shall advise the Payment Reform and Quality Performance teams on clinical subject matter and quality measures related to the Department programs.
- 4.4.3. The Contractor shall work closely with the Chief Medical Officer, Behavioral Health Team, Equity Director, and the Accountable Care Collaborative (ACC)Team, to provide support and education for the various provider types mentioned within this contract.
- 4.4.4. The Contractor shall complete other various research projects on an Ad Hoc basis at the request of the Department.
- 4.4.5. The Contractor shall assist the Department in developing and aligning evidence-based projects upon request by the Department, which may include, but is not limited to the following:
 - 4.4.5.1. Perform research, stakeholder outreach, and attend or lead stakeholder meetings as requested by the Department.
 - 4.4.5.2. Assist the Department to develop and measure incentives and structures that help promote child, adult, maternal, and population health.
 - 4.4.5.3. Provide support for data analysis which will assist in program evaluation and appropriate target setting on an annual basis for various Department programs.
 - 4.4.5.4. Other initiatives as requested by the Department.

4.4.6. Collaboration and Health Policy Issues

- 4.4.6.1. The Contractor shall assist the Department in communicating and consulting with different provider types that can provide targeted advice or assist with projects for the Department staff as needed. Communication shall be via email or in person meetings as requested by the Department.
- 4.4.6.2. The Contractor shall advise on clinical quality measures to ensure health care meets standards set by the Department.

4.4.7. The Department Meetings

- 4.4.7.1. The Contractor shall attend regular meetings with the Department to provide clinical expertise and input, including but limited to quality initiatives, alternative payment models, member health outcomes, and current public health issues.
- 4.4.7.2. The Contractor shall facilitate the monthly pediatrician meeting between the Department and the Pediatric community, if the Contractor has experience with pediatrics and/or family practice.
- 4.4.7.3. The Contractor shall meet with new or current stakeholder groups at the request of the Department

4.4.8. Quality Measure Selection and Reporting Support

- 4.4.8.1. The Contractor shall assist the Department with selecting and analyzing appropriate clinical quality measures for various programs at the request of the Department.
- 4.4.8.2. The Contractor shall advise on public reporting including, but not limited to, report cards and population health.
- 4.4.8.3. The Contractor shall serve as the clinical subject matter expert to the Department and work closely with the Payment Reform and Quality Performance team on quality programing in the ACC.
- 4.4.8.4. The Contractor shall meet with the Quality Performance team at agreed upon intervals to discuss performance on quality measures used in the Department programs.

4.5. CONTRACTOR'S ADMINISTRATIVE REQUIREMENTS

- 4.5.1. The Department may, in its sole discretion, use other respondents or contractors to perform activities related to the Work that are not contained in the PO or to perform any of the Department's responsibilities. In the event of a conflict between Respondent and any other State respondent or contractor, the Department will resolve the conflict and Respondent shall abide by the resolution provided by the Department.

4.5.2. Deliverables

- 4.5.2.1. All Deliverables shall meet Department-approved format and content requirements. The Department will specify the number of copies and media for each Deliverable.
- 4.5.2.2. The Department will review the Deliverable and may direct the Respondent to make changes to the deliverable. Respondent shall make all changes within five Business Days following the Department's direction to make the change unless the Department provides a longer period in writing.
- 4.5.2.3. Once the Department has received an acceptable version of the Deliverable, including all changes directed by the Department, the Department will notify Respondent of the Department's acceptance of the Deliverable in writing. A Deliverable shall not be deemed accepted prior to the Department's notice to Respondent of its acceptance of that Deliverable.
- 4.5.2.4. Respondent shall employ an internal quality control process to ensure that all Deliverables are complete, accurate, easy to understand and of high quality as described herein. Respondent shall provide Deliverables that, at a minimum, are responsive to the specific requirements for that Deliverable, organized into a logical order, contain no spelling or grammatical errors, are formatted uniformly and contain accurate information and correct calculations. Respondent shall retain all draft and marked-up documents and checklists utilized in reviewing Deliverables for reference as directed by the Department.
- 4.5.2.5. In the event any due date for a Deliverable falls on a day that is not a Business Day, then the due date shall be automatically extended to the next Business Day, unless otherwise directed by the Department.
- 4.5.2.6. All due dates or timelines that reference a period of days, months or quarters shall be measured in calendar days, months and quarters unless specifically stated as being measured in Business Days or otherwise. All times stated in the PO shall be considered to be in Mountain Time, adjusted for Daylight Saving Time as appropriate, unless specifically stated otherwise.
- 4.5.2.7. No Deliverable, report, data, procedure or system created by Respondent for the Department that is necessary to fulfilling Respondent's responsibilities

under the PO, as determined by the Department, shall be considered proprietary.

4.5.3. Stated Deliverables and Performance Standards

4.5.3.1. Any section within this Statement of Work headed with or including the term “DELIVERABLE” or “PERFORMANCE STANDARD” is intended to highlight a Deliverable or performance standard contained in this Statement of Work and provide a clear due date for Deliverables. The sections with these headings are not intended to expand or limit the requirements or responsibilities related to any Deliverable or performance standard.

SECTION 5.0 COMPENSATION

5.1. DELIVERABLES, TIMELINE, AND COMPENSATION

5.1.1. Respondent shall provide the stated Deliverables in accordance with a specified timeline. Payments for completed Deliverables will be made to Respondent based on completion, to the Department’s satisfaction, of the specified Deliverables.

5.1.2. The Contractor shall be paid an hourly rate The Contractor shall average 45 hours of Work for the Department per month.

5.1.3. If a Deliverable is not listed in the table, then Respondent shall not earn a payment for the completion and the Department’s acceptance of that Deliverable.

5.1.4. Quotation responses which exceed in total the maximum available funding of \$100,000.00 may be disqualified.

5.1.5. Deliverables are due and payments will be made in accordance with the following table:

AD HOC HOURS				
Labor Category	Description	Estimated Hours	Fully Loaded Hourly Rate	Total Cost
Physician	Ad hoc consultation and support services as requested by the Department	___ Hours	\$_____	\$_____

Total	\$ _____
--------------	----------

NOTE: The Department reserves the right to revise the dates in this schedule.

QUOTATION RESPONSE 3. Provide one (1) fixed price quote for the total project. The price quoted in the Respondent’s quotation response shall be a fixed price to perform all requirements within the Statement of Work and complete all associated Deliverables. Quotation responses for less than all of the services as described in this solicitation document will not be considered. As stated in Section 5.1.5 of this DQ solicitation, quotation responses which exceed in total the maximum available funding of \$100,000.00 may be disqualified. Proposed pricing must remain firm during the initial term of the PO. Pricing must include any fees associated with the delivery of goods or services, including, but not limited to, shipping and installation.

5.2. INVOICING AND PAYMENT PROCEDURES

- 5.2.1. Respondent shall invoice the Department on a monthly basis, by the 15th Business Day of the month following the month for which the invoice covers, except for the end of any applicable SFY, in which the Department may request an invoice to be submitted by a different date. Respondent shall not invoice the Department for a month prior to the last day of that month.
- 5.2.2. The invoice shall contain all of the following for the month for which the invoice covers:
 - 5.2.2.1. Purchase Order Number.
 - 5.2.2.2. Invoice Number.
 - 5.2.2.3. Invoice Date.
 - 5.2.2.4. Each activity in Section 4.0 for which Work was performed during that month, listed separately
 - 5.2.2.5. Number of hours worked during the month on each of the activities listed in Section 4.0, rounded to the nearest quarter of an hour.
- 5.2.3. Payment of Invoices

- 5.2.3.1. Acceptance of an invoice shall not imply the acceptance or sufficiency of any Work performed or Deliverables submitted to the Department during the month for which the invoice covers or any other month. The Department shall not make any payment on an invoice prior to its acceptance of that invoice.
- 5.2.3.2. The Department will review the submitted invoice, and compare the information contained in the invoice to the Department's information. The Department will only accept an invoice after it has reviewed the information contained on the invoice and determined that all amounts are correct.
 - 5.2.3.2.1. In the event that the Department determines that any information on an invoice is incorrect, the Department will notify Respondent of this determination and what is incorrect on the invoice. Respondent shall correct any information the Department determined to be incorrect and resubmit that invoice to the Department for review.
- 5.2.4. In the event that Respondent believes that the calculation or determination of any payment is incorrect, Respondent shall notify the Department of the error within 30 days after Respondent receives the payment or notification of the determination of the payment, as appropriate. The Department will review the information presented by Respondent and may make changes based on this review. The determination or calculation that results from the Department's review shall be final. No disputed payment shall be due until after the Department has concluded its review

SECTION 6.0 ADMINISTRATIVE INFORMATION

6.1. SOLICITATION COMMUNICATIONS

6.1.1. Colorado Vendor Self Service

6.1.1.1. This solicitation is being published on [Colorado Vendor Self Service](#) (Colorado VSS), so that Offerors who have an interest may submit a proposal in accordance with the terms of this solicitation.

6.1.1.1.1. Vendors can self-register for this system free of charge, or may click on "Public Access" on the website to view solicitation documents and modifications without registering. Vendors are encouraged but not required

to register prior to or at the time they submit their response. The Department also recommends that interested vendors check Colorado VSS on a regular basis throughout this solicitation process.

6.1.2. Modifications and/or Supplemental Information to the Solicitation

6.1.2.1. Any modifications, amendments or supplemental information to the solicitation will be published on Colorado VSS. A modification notice will be published on Colorado VSS in the event that it becomes necessary to revise any part of this solicitation.

6.1.2.2. It is the Respondent's sole responsibility to check Colorado VSS on a regular basis, prior to the Quote submission deadline, as this is the primary means for communicating any clarifications or changes to solicitation content, timeline and/or requirements.

6.2. SOLE POINT OF CONTACT

6.2.1. The Department's sole point of contact for this solicitation is:

Napapailin Dhammawongse

Napapailin.dhammawongse@state.co.us *with a cc to*

HCPF_RFPQuestions@state.co.us

All official communication must be done through the Department's point of contact unless otherwise notified in writing by the Department.

6.3. SCHEDULE OF ACTIVITIES

6.3.1. This Schedule of Activities is for information and planning purposes only. Schedules for Activities listed as "Estimated" may be subject to change depending on the needs of the State. All times are stated in Mountain Time (MT), as adjusted for daylight saving time.

6.3.2. The schedule of key activities for this solicitation is as follows:

Written Inquiries Deadline: 06/12/2026, 3:00 p.m. Mountain Time

Send Inquiries to the Department's sole point of contact (see Section 6.2) with a cc to HCPF_RFPQuestions@state.co.us. **The Department will not accept inquiries submitted through the Colorado VSS website.**

Quotation Response Deadline: 06/16/2026, 3:00 p.m. Mountain Time

Quotation responses will be accepted only via e-mail to the Department's sole point of contact (see Section 6.2) with a cc to HCPF_RFPQuestions@state.co.us. **The Department will not accept Quotation Responses submitted through the Colorado VSS website.**

Vendor Selection Estimated the Week of: 06/22/2026

PO Term Estimated: 07/01/2026 through 06/30/2027

NOTE: All dates after Quotation Response Deadline are estimates for informational purposes only. The Department reserves the right to revise the dates in this schedule.

6.4. RESPONDENT INQUIRIES

- 6.4.1. Respondents may submit written inquiries via email (please see Section 6.3 above) concerning this solicitation to obtain clarifications. The Department, in its sole discretion, may not accept inquiries received after the date and time indicated in the Schedule of Activities. Send all inquiries to the Procurement Contact identified above. Inquiries should be clearly marked with the solicitation number and title. Where appropriate, inquiries should include references to any relevant Section/paragraph of the solicitation.
- 6.4.2. Responses to Respondent inquiries will be published on the Colorado VSS website collectively, as an amendment to the solicitation. Respondents shall not rely on any verbal statements that alter any specification or other term or condition of the solicitation. Such changes are valid only if provided in writing by the Procurement Contact.

6.5. AGREEMENT

- 6.5.1. Upon selection of a Respondent by the Department, a PO will be offered to the Respondent. In the event that Respondent's forms (or parts of forms) are included

in Respondent's quotation response and included as attachments or exhibits to the PO, Respondent agrees that, where there are contradictions or inconsistencies, the terms of the PO shall always supersede, manage, and control those of any such attachment or exhibit.

SECTION 7.0 GENERAL CONSIDERATIONS

7.1. DISCLAIMER ON INFORMATION IN SOLICITATION

7.1.1. All statistical and fiscal information contained within this solicitation and its appendices, and any amendments and modifications thereto reflect the best and most accurate information available to the Department at the time of solicitation preparation. No inaccuracies in such data shall constitute a basis for legal recovery of damages or protests, either real or punitive, except to the extent that any such inaccuracy was a result of the intentional misrepresentation by the Department.

7.2. SERVICE DISABLED VETERAN OWNED SMALL BUSINESSES (SDVOSB)

7.2.1. SDVOSB Respondents must submit documentation of certification issued through the U.S. Small Business Administration in their Quote. §24-103-905 C.R.S. sets a SDVOSB goal of at least 3% of all contracts by dollar value be awarded to SDVOSBs who must be incorporated or organized in Colorado or they must maintain a place of business or have an office in Colorado and must be officially registered and verified as a SDVOSB by the United States Small Business Administration.

7.3. RESPONDENT ASSISTANCE

7.3.1. Any Respondents needing support responding to solicitations may contact the Colorado Supplier Diversity Navigator at the [Statewide Equity Office of Supplier Diversity](#). Services provided include assistance with responding to solicitations, interpretation of solicitation documents, technical assistance referrals, availability of resources, construction bond assistance through the Construction [Statewide Bond Assistance Program](#), and free business directory listings and verifications through the [Colorado Supplier Diversity Directory](#). The office can be reached during normal business hours by calling 303-866-5765 or emailing DPA_SupplierDiversityHelp@state.co.us.

7.4. SOLICITATION CANCELLATION

7.4.1. In accordance with §24-103-301, C.R.S., and the related Procurement Rules, the Department may cancel this solicitation, or any and all Quotes may be rejected in whole or in part, without penalty, at any time before a PO is executed, when it is in the best interest of the Department. The reason and documentation supporting the decision to cancel the solicitation or reject Quote(s) shall remain confidential for the lesser of six months or until a PO is awarded by the Department. Reference Procurement Rule R-24-101-401-05. If the solicitation is canceled after Quotes are received, the Quotes that have been opened shall be retained in the procurement record, or if unopened, they will be disposed of, or returned to the Respondent upon request at the Respondent's expense.

7.5. MODIFICATIONS OR WITHDRAWAL OF QUOTES

7.5.1. A Respondent may modify or withdraw its Quote by written notice to the Department's sole point of contact prior to the established Quotation Response Deadline. Withdrawal of a Respondent's Quote following the Quotation Response Deadline and prior to award may be allowed, in the Department's discretion. Withdrawal of a Respondent's Quote after award is not allowed. Reference Procurement Rules R-24-103-201-08 and R-24-103-201-09.

7.6. MISTAKES AND MINOR INFORMALITIES IN RESPONDENT QUOTES

7.6.1. In certain circumstances, a Respondent may correct a mistake(s) in its Quote and/or the Department may waive minor informalities. Reference Procurement Rule R-24-103-201-08.

7.7. QUOTATION RESPONSE AND PRE-PO COSTS

7.7.1. The Department is not liable for any costs incurred by Respondents prior to issuance of a legally executed Purchase Order or other commitment voucher. No property interest of any nature shall occur until a Purchase Order is awarded and signed by all concerned parties.

7.8. RESPONDENT REGISTRATION IN COLORADO

7.8.1. The awarded Respondent, whether headquartered within or outside of Colorado, must be registered to conduct business in Colorado with the Colorado Secretary of State and obtain a Certificate of Good Standing or Certificate of Existence prior to

the execution of any PO resulting from this solicitation if any work will be performed within Colorado. Proof of such certification shall be provided upon request by the Department.

7.9. RESPONDENT IDENTIFICATION

7.9.1. The tax identification number provided on any forms related to this solicitation must be that of Respondent responding to this solicitation. Respondent must be a legal entity with the legal right to contract with the Department.

7.10. TAXES

7.10.1. 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 government use taxes (C.R.S. § 39-26-704). The Colorado State and Local Sales Tax Exemption Number is 98-01159-0000. Respondent is hereby notified that when materials are purchased in certain political sub-divisions (for example in the City of Denver) Respondent 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.

7.11. CONFLICTS OF INTEREST/ETHICS

7.11.1. Respondent must disclose in its Quote any potential or actual conflict of interest in connection with a response to this solicitation. A conflict of interest may include, but is not limited to, access to any non-public information by Respondent regarding the solicitation or its subject matter.

7.11.2. Respondent acknowledges that even the appearance of a conflict of interest may be harmful to the State's interests. Respondent shall disclose in its Quote whether there currently is, or potentially could be, the appearance of a conflict of interest regarding this solicitation, its staff, any proposed subcontractors or partners, or any related business with the State.

7.11.3. Requirements set forth in this Section are continuing requirements throughout the solicitation process and, for the awarded Respondent, the Purchase Order term, including any extensions. Reference §24-18-201, C.R.S., et seq. (Proscribed Acts Related to Contracts and Claims); §24-50-507, C.R.S.(Conflict of Interest); §18-8-

301, C.R.S., et seq. (Bribery and Corrupt Influence); §18-8-401, C.R.S., et seq. (Abuse of Public Office); §6-4-101, C.R.S., et seq., (Colorado Antitrust Act of 1992); §24-109-105, C.R.S. (Debarment and Suspension); and Procurement Rule R-24-101-107-01 (Ethics).

7.12. DEBARMENT AND SUSPENSION

- 7.12.1. By submitting a quotation response in response to this solicitation, the Respondent certifies to the best of its knowledge and belief that it, its principals and proposed Subcontractors:
- 7.12.1.1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions.
 - 7.12.1.2. Have not within a three-year period preceding the quotation response been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or PO under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification; or destruction of records, making false statements, or receiving stolen property.
 - 7.12.1.3. Are not presently under investigation for, indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the previous bulleted item.
 - 7.12.1.4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- 7.12.2. If Respondent is unable to certify any of the statements in this certification, Respondent is to provide an explanation included as a separate attachment to the quotation response as an additional attachment to its quotation response. The inability of Respondent to provide the certification will not necessarily result in disqualification of Respondent. The explanation will be considered in connection with the Department's determination whether to award a PO to a Respondent.

SECTION 8.0 SUBMISSION REQUIREMENTS

8.1. GENERAL REQUIREMENTS

- 8.1.1. Quotation responses will be accepted only for the entire Statement of Work described within this solicitation.
- 8.1.2. Estimated costs/prices will not be accepted. Proposed costs/prices must be firm.
- 8.1.3. Failure of Respondent to comply with or meet all requirements or respond to all requests for information within this solicitation may result in Respondent's quotation response being disqualified or determined not acceptable. The Department reserves the right to reject any or all quotation responses for non-compliance, to accept any portion of a quotation response or complete quotation responses if deemed in the best interest of the State, or take any other action permitted by this solicitation, the Procurement Code and Procurement Rules, policies issued by the State Controller, or any other authority. Such disqualification or determination may occur at any point following the Quotation Response Deadline.
- 8.1.4. It is Respondent's responsibility to ensure that Respondent's quotation response is complete in accordance with the direction provided within all solicitation documents. Failure of Respondent to provide any required information and/or failure to follow the response format set forth in this section, may result in the disqualification of Respondent's quotation response.
- 8.1.5. Quotation responses should be succinct, self-explanatory, and well organized so that evaluators can understand how Respondent will fulfill the requirements of this solicitation. There is no page limit for quotation responses, However, the Department does not encourage excessive quotation responses. Quotation responses should be included as one or more attachments of commonly accessible file types.
- 8.1.6. Quotation responses must be sent via e-mail to the Point of Contact (see Section 6.2) with a cc to HCPF_RFPQuestions@state.co.us no later than the Quotation Response Deadline. The quotation response submission email should include the Subject line: "Quote submission from (Insert Respondent Name) for DQ UHAA 2026000490 Medical Consultant, Quotation responses received after the Quotation

Response Submission Deadline may, at the sole discretion of the Department, be rejected without further consideration. **The Department will not accept Quotation Responses submitted via the Colorado VSS website.**

8.1.7. News Releases

8.1.7.1. Respondents shall not issue news releases pertaining to this solicitation or intent to award prior to the execution of the PO or without prior written approval by the Department.

8.2. QUOTATION RESPONSE REQUIREMENTS

8.2.1. Quotation responses should contain all of the information stated in this section in the order listed.

8.2.1.1. EXECUTIVE SUMMARY

8.2.1.1.1. Respondent shall provide an Executive Summary that includes the following information:

8.2.1.1.1.1. A summary about Respondent's organization.

8.2.1.1.1.2. A statement that acknowledges Respondent's willingness to comply with all requirements described in this solicitation, general requirements, Purchase Order Terms and Conditions (see the following website for Purchase Order Terms and Conditions: <https://www.colorado.gov/osc/purchase-order-terms-conditions>, please see the identified "Current Version" of the Purchase Order Terms and Conditions), the Health Insurance Portability and Accountability Act Business Associate Addendum (Appendix A), the PII Certification (Appendix B).

8.2.1.1.1.3. A statement in which Respondent acknowledges its acceptance that all content of the quotation response shall become contractual obligations of the PO.

8.2.1.1.1.4. Name, title, address, phone number, fax number and e-mail address for a key contact within Respondent's organization regarding the quotation response.

- 8.2.1.1.1.5. The Respondent's CORE VSS number.
- 8.2.1.2. W-9
 - 8.2.1.2.1. Provide a completed and signed W-9 form attached to this solicitation as (Appendix C).
- 8.2.1.3. RESPONSE
 - 8.2.1.3.1. Response Format
 - 8.2.1.3.1.1. Respondents shall present their quotation response in the format as follows:
 - 8.2.1.3.1.1.1. Repeat complete text of each Response Item listed in this solicitation in bold text as **QUOTATION RESPONSE**.
 - 8.2.1.3.1.1.2. Provide Respondent's detailed and complete response to each **QUOTATION RESPONSE** item immediately following the bolded text of the Response Item.
 - 8.2.1.3.1.1.3. The Response Item designated as Price Quote shall be submitted as a separate document so that it can be separated from the other Response Items and reviewed independently.
 - 8.2.1.3.1.2. The quotation response shall comply with the standards of Section 508 of the Rehabilitation Act of 1973, (29 USC § 794). Respondent may not have an opportunity to re-draft their quotation response and attachments to make them accessible to persons with vision impairments after the quotation response submission deadline and in the event that the Department has evaluator(s) serving on an Evaluation Committee requiring accessibility, the Department may disqualify a Respondent's quotation response from evaluation.
 - 8.2.1.3.1.3. The quotation response shall comply with all applicable provisions of §§ 24-85-101, C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology pursuant to § 24-85-103(2.5), C.R.S., and all State of Colorado technology standards related to technology accessibility and

with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

8.2.1.4. VOLUNTARY PRODUCT ACCESSIBILITY TEMPLATE (VPAT)

8.2.1.4.1. If a deliverable identified in this solicitation is a digital application (i.e., software designed for use on electronic devices such as computers, phones, kiosks, tablets, etc.), Offeror must complete a Voluntary Product Accessibility Template (VPAT) (see Appendix D) for each such deliverable to ensure compliance with Web Content Accessibility Guidelines and State Accessibility standards and submit each VPAT with Offeror's response to this solicitation. A VPAT is only necessary for digital applications; digital documents (e.g., PDFs) are exempt, though digital documents still must comply with all accessibility requirements.

8.2.1.4.2. If the solicitation involves, in whole or in part, the development of a new digital application that does not yet exist, the VPAT for the new part(s) of the digital application is due to the Department upon Offeror's delivery of the product to the Department, if Offeror is awarded a contract pursuant to this solicitation. In such event, Offeror will be expected to address any deficiencies in the VPAT as identified in Exhibit B (Draft Contract) and, if remediation will not be feasible, document the case of undue burden. The Department may request at any time accessible accommodation plans from Offeror, if Offeror is awarded a contract pursuant to this solicitation.

8.2.1.4.3. The Department may, in the Department's discretion, determine that an Offeror is not a responsible Offeror if the Offeror returns a partially completed VPAT. For the Department's reference, please explain why the Offeror determines that any part(s) of the VPAT does not apply, if applicable.

8.3. PERFORMANCE DISCLOSURE

8.3.1. Respondent's quotation response shall fully disclose any negative contract matters related to the Respondent, the Respondent's principal, and/or the Respondent's

affiliates for contracts or potential contracts in the last seven years. Reference: 1 CCR 101-9:R-24-103-204-01; C.R.S. § 24-103-401; 1 CCR 101-9:R-24-103-401-01. If applicable, the Respondent shall include a separate attachment to the proposal as an Additional Attachment and disclose the following:

- 8.3.1.1. Any formal or informal investigative, formal or informal audit, or similar findings or charges of fraud, malfeasance, anti-trust violation, civil violation, criminal activity, or fine, including any matter resolved or otherwise agreed to by settlement.
- 8.3.1.2. Any formal or informal corrective action plan(s) or similar remediation communication even if termed differently, formal or informal notices to cure, termination of contract for breach, or formal or informal audit findings concerning deficiencies in a contract with a local, special district (however termed in any applicable jurisdiction), state, or federal government agency.
- 8.3.1.3. Detailed information on all lawsuits for issues pertaining to contract performance, contract payments, or other contract obligations under an agreement with a local, special district (however termed in any applicable jurisdiction), state, or federal agency and the outcome of the lawsuit or settlement.
- 8.3.1.4. Any notification from a local, special district (however termed in any applicable jurisdiction), state, or federal agency regarding the local's, special district's, state's, or federal agency's decision not to extend and/or renew a contract when the option to do so existed and was available for the local, special district, state, or federal agency.
- 8.3.1.5. Any information or notice received by any means regarding concerns related to the Respondent, the Respondent's principal, and/or the Respondent's affiliates' contract performance.
- 8.3.2. The Department may examine any additional information outside of the proposal to determine the Respondent's responsibility.

8.4. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- 8.4.1. By submission of a quotation response each Respondent certifies:

- 8.4.1.1. The prices in this quotation response have been arrived at independently, without any consultation, communication, agreement with, or knowledge of the contents of the Quote, for the purpose of restricting competition, as to any matter relating to such prices with any other Respondent or with any competitor;
- 8.4.1.2. Unless otherwise required by law, the prices which have been quoted in this quotation response have not been knowingly disclosed by Respondent and will not knowingly be disclosed by Respondent prior to opening, directly or indirectly to any other Respondent or to any competitor; and
- 8.4.1.3. No attempt has been made or will be made by Respondent to induce any other person or firm to submit or not to submit a Quote for the purpose of restricting competition. Reference §6-4-101, C.R.S., et seq., (Colorado Antitrust Act of 1992) as amended.
- 8.4.2. For purposes of this section, “consultation, communication, agreement with, or knowledge” does not include knowledge of prices or terms gained through availability of established price lists or catalogues made available to the public by the competing Respondents.
- 8.4.3. If any statement in this section is not true for Respondent’s organization the quotation response will not be considered for award unless Respondent furnishes with the quotation response a signed statement which sets forth in detail the circumstances of the disclosure and the Department’s Procurement Official or the Procurement Official’s designee, determines that such disclosure was not made for the purpose of restricting competition.

8.5. CONFIDENTIAL / PROPRIETARY INFORMATION SUBMISSION

- 8.5.1. The State of Colorado is subject to the requirements of §24-72-200.1, C.R.S., et seq., Colorado Open Records Act.
- 8.5.2. A Respondent may submit, as a part of its Quote, a written request for classification of certain portions of the Quote as a trade secret or other confidential or proprietary information. Material for which Respondent is requesting confidentiality shall be readily identifiable and separated from other

portions of the Quote to facilitate public inspection of the non-confidential portion of the Quote. Commingling of confidential and non-confidential information is not acceptable. Neither price information nor any information that will be included in a resulting PO will be considered confidential.

- 8.5.3. Respondent must include the rationale for any request to classify portions as a trade secret or confidential or proprietary, including references to the authority that allows for such treatment.
- 8.5.4. A complete redacted Quote response should also be included along with an unredacted Quote and confidentiality justification.
- 8.5.5. In no event shall an entire Quote be classified as confidential. The Procurement Official or the Procurement Official's designee shall determine if the information identified in the Respondent's request is exempt from disclosure in accordance with §24-72-204, C.R.S., and shall inform Respondent in writing of the Procurement Official's determination. If Respondent does not agree with the determination, Respondent may protest the determination in accordance with article 109 of the Colorado Procurement Code and the terms of this solicitation. Reference Procurement Rule R-24-101-401-03.
- 8.5.6. Any additional Respondent information, which may be part of the evaluation/negotiation process and for which a Respondent claims confidentiality, is subject to the same requirements and processes identified above.

8.6. QUOTATION RESPONSE MATERIALS OWNERSHIP

- 8.6.1. All products and materials submitted in response to this solicitation become the property of the State of Colorado at the Quotation Response Deadline, unless otherwise noted in this solicitation.
- 8.6.2. Quotation responses may be reviewed by any person after the "Notice of Intent to Award" announcement has been issued, subject to the terms of C.R.S. Title 24, Article 72, Part 2, as amended and any confidential/proprietary status granted by the Department per Section 8.3 of this document.

SECTION 9.0 EVALUATION METHODOLOGY

9.1. SELECTION

- 9.1.1. Selection will be made of the responsible vendor whose acceptable quotation response is determined to be the most advantageous to the Department, at the Department's sole discretion with price or cost as the primary consideration.
- 9.1.2. "Acceptable" means that the goods or services submitted in the Respondent's Quote will meet the state's needs, and that the price is fair and reasonable. The determination of whether a Respondent's Quote is acceptable is solely within the Department's discretion.
- 9.1.3. If only one Quote is received in response to this solicitation, an award may be made to the single Respondent if the Procurement Official finds that the price submitted is fair and reasonable and that other prospective Respondents had reasonable opportunity to respond to the solicitation. If the price submitted is not fair and reasonable and there is not adequate time for re-solicitation, the Procurement Official may enter into competitive negotiations in accordance with Procurement Rule R-24-103-208-02.
- 9.1.4. The Department reserves the right to award to multiple vendors if it is determined to be in the best interest of the Department.

9.2. QUOTATION RESPONSE EVALUATION CRITERIA

- 9.2.1. The evaluation criteria to be used in evaluating quotation responses and recommending an award from this solicitation are as follows:
 - Respondent's Experience
 - Quality Control
 - Sufficient Experienced Personnel
 - Overall risk to the State
 - Fixed Price Quote
- 9.2.2. Evaluators may assess the degree of risk associated with the Respondent's quotation, including but not limited to risks related to accessibility compliance, including analysis of any VPAT, if applicable; Purchase Order terms; prior performance; and organizational reliability. The State may consider the extent to

which the quotation indicates potential risks that could affect successful performance of the resulting Purchase Order. Factors may include, but are not limited to:

- 9.2.2.1. Exceptions, redlines, or proposed purchase order modifications that may affect legal, financial, or operational risk.
- 9.2.2.2. Accessibility compliance risks as identified in the Offeror's VPAT (Voluntary Product Accessibility Template), if applicable, or other general accessibility compliance risks.
- 9.2.2.3. Disclosures of corrective actions, lawsuits, or compliance issues identified under § 8.3.
- 9.2.2.4. Identified weaknesses, ambiguities, or omissions in the Respondent's quotation that could increase the risk of unsuccessful performance or noncompliance with federal or state grant requirements.
- 9.2.2.5. Any other quotation elements that reasonably indicate potential performance or compliance risk.

SECTION 10.0 AWARD AND PO

10.1. NOTICE OF INTENT TO AWARD

- 10.1.1. Upon approval of the Evaluation Committee's recommendation for award, the Department will issue a "Notice of Intent to Award" announcement to all Respondents that will state the Department's intent to make an award to the selected Respondent(s). The award will also be published on the Colorado VSS website, if technologically possible. Reference Procurement Rule R-24-103-204-01.

10.2. PROTESTED SOLICITATIONS AND AWARDS

- 10.2.1. An aggrieved party may file a protest concerning a Material Issue(s), at any phase of solicitation, including but not limited to, specifications, award or a disclosure of information marked confidential in the Quote. "Material issue" means a nontrivial defect in the solicitation or award that would prejudice the outcome of the procurement. The presence of multiple nonmaterial issues in a solicitation or award does not constitute a material issue unless the aggrieved party can establish

that those nonmaterial issues together would prejudice the outcome of the procurement. The protest shall be submitted to the Department of Health Care Policy and Financing's Procurement Official within three Business Days after such aggrieved person knows, or should have known, of the facts giving rise thereto. Reference §24-109-102, C.R.S., as amended, and Procurement Rule R-24-109-102-01, *et seq.*

10.2.2. The protest should be submitted via email to:

Alicia Severn, Procurement Director

alicia.severn@state.co.us with a cc to HCPF_RFPQuestions@state.co.us

10.3. QUOTATION RESPONSE CONTENT ACCEPTANCE

10.3.1. A PO will be offered to the successful Respondent. Should the successful Respondent and Department be unable to come to an agreement on the terms of the PO within 30 calendar days following the issuance of a draft PO to the successful Respondent for review, the Department, at its sole discretion, may elect to cancel the existing award announcement and make an award to the next most advantageous Respondent.

10.4. PO TERMS AND CONDITIONS AND NEGOTIATIONS

10.4.1. By submitting a quotation response, Respondent confirms its willingness to enter into a PO using the State's standard [PO Terms and Conditions](#) and containing the requirements of this solicitation without exception, deletion, qualification, or contingency.

10.4.2. Neither this solicitation nor a Respondent's Quote submitted in response to this solicitation constitutes a legally binding offer; therefore, responsiveness at the time of Quote submission is not an absolute criterion. Reference Procurement Rule R- 24-103-204-01(b).

10.4.3. The Department will not accept any quotation responses that are conditioned on the Department's acceptance of a Respondent's modified terms and conditions.

10.4.4. The awarded Respondent will be required to submit a certificate(s) of insurance evidencing insurance coverage for the types and amounts of insurance as required

by the Insurance provision in the Purchase Order Terms and Conditions prior to execution of the Contract or Purchase Order.

10.4.5. Negotiations

10.4.5.1. The Department may negotiate with any Respondent to clarify the Respondent's quotation response or to effect modifications that will make the quotation response acceptable or more advantageous to the State; however, any requirements identified in this solicitation may not be negotiated. Reference Procurement Rule R-24-103-204-01(d).

10.4.5.2. The contents of the Quote of the awarded Respondent and any modifications to the Quote negotiated by the Department included in the resulting Purchase Order will become contractual obligations. Failure of the awarded Respondent to accept these obligations may result in cancellation of the award to that Respondent.

10.5. PO FUNDING

10.5.1. The PO resulting from this solicitation is subject to and contingent upon the continuing availability of federal and State funds for the purpose hereof. If awarded a PO, Respondent recognizes that it is to be paid, reimbursed, or otherwise compensated with federal and State funds provided to the Department for the purposes of contracting for the services provided herein. Respondent expressly understands and agrees that all its rights, demands, and claims to compensation arising under a PO, if any, are contingent upon receipt of such funds by the Department. In the event that the Department does not receive such funds or any part thereof, the Department may immediately terminate this solicitation or a subsequent PO, if any, without liability, including liability for termination cost.