

ADMINISTRATIVE INFORMATION

- A. **ISSUING OFFICE:** This solicitation is issued for the Colorado Department of Public Health and Environment (CDPHE) by the Purchasing Section. CDPHE Purchasing is the **SOLE** point of contact concerning this solicitation. **All communication** must be done through the CDPHE Purchasing Department. Contact with **any** other CDPHE employee regarding this procurement **may result in disqualification of vendor proposal**.
- B. **PURPOSE:** This solicitation process may include reference checks, proposer interviews, and proposal clarification sessions. This solicitation provides prospective offerors with sufficient information to enable them to prepare and submit proposals for consideration to satisfy the need for expert assistance in the completion of the goals of this solicitation.

SOLICITATION #: SF-AIR130614-R TITLE: Motor Vehicle Emissions Inspection and Maintenance Program

Solicitation Schedule of Activities

	Solicitation Activity	Time	Date
1.	Solicitation Published on Colorado BIDS System www.colorado.gov/bids		Friday June 14, 2013
2.	Prospective Bidder's Written Inquiry deadline. Submit all inquiries by e-mail to Sam Fuller at Sam.fuller@state.co.us	12:00 p.m. MDT	Tuesday July 9, 2013
3.	Answers to written inquiries published on BIDS www.colorado.gov/bids		Tuesday July 16, 2013
4.	Bid submission deadline	2:00 p.m. MDT	Tuesday August 13, 2013
5.	Evaluation Period		Week of Monday August 19, 2013
6.	Estimated Contract Effective date		Thursday January 1, 2015

- C. **INVITATION TO SUBMIT PROPOSALS:** All State solicitation notices are posted on the BIDS system. Offerors who have an interest may submit a proposal in accordance with the terms of this solicitation.

For its proposal to be considered, offeror must be registered with the State of Colorado's BIDS web site (www.state.co.us/bids) by the proposal submission due date and time.

- D. **SCOPE:** This solicitation contains instructions governing the proposal to be submitted and the material to be included therein, mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.
- E. **INQUIRIES:** Offerors may make written inquiries via e-mail to obtain clarification of requirements concerning this solicitation. No inquiries will be accepted after the date and time indicated in the Schedule of Activities included herein. Send all inquiries to:

Sam Fuller
Purchasing Agent
sam.fuller@state.co.us

Clearly identify your inquiries with:

- 1) SOLICITATION # SF-AIR130614-R
- 2) TITLE: Motor Vehicle Emissions Inspection and Maintenance Program
- 3) The section number and paragraph number the inquiry applies to.

Response to offeror's inquiries will be published as a modification on the BIDS system. Offerors should not rely on any other statements that alter any specification or other term or condition of the solicitation.

- F. **MODIFICATION OR WITHDRAWAL OF PROPOSALS:** Proposals may be modified or withdrawn by the offeror prior to the established due date and time.
- G. **PROPOSAL SUBMISSION:** 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 its proposal is received by the CDPHE Purchasing Unit at the location listed below on or before the due date and time. Offerors mailing their proposals must allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. The proposal package shall be delivered or sent by mail to:

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

One copy of **Attachment B**, the Vendor Information Form / Confirmation of Offer, **MUST** be signed in ink by a person who is legally authorized to bind the offeror to the proposal. The signed State of Colorado Vendor Information Form / Confirmation of Offer is to be included with the proposal copy that is marked ORIGINAL.

Proposals deemed to be at a variance with this requirement may not be accepted.

Each proposal package shall consist of:

- One (1) original (identified as such) of Proposal
- Seven (7) copies of Proposal Document
- One electronic version of the Proposal, readable in Word 2003 or later.

Proposals must be submitted and sealed in an appropriate envelope, package or box. The outer envelope or the package must include the following information:

OFFEROR'S NAME
SOLICITATION NUMBER AND TITLE
PROPOSAL DUE DATE & TIME

All materials submitted shall become the property of CDPHE, and will not be returned unless the solicitation is cancelled prior to the submittal due date, in which case proposals will be returned unopened or opened only for identification purposes.

The Purchasing Unit desires and encourages that proposals be submitted on recycled paper, printed on both sides. While the appearance of proposals and professional presentation is important, the use of non-recyclable or non-recycled glossy paper is discouraged.

- H. ADDENDUM OR SUPPLEMENT TO SOLICITATION: In the event that it becomes necessary to revise any part of this solicitation, a modification will be posted on the BIDS system. **It shall be the responsibility of the offerors to regularly monitor the BIDS web site for any such postings. Failure to retrieve such modifications, and include their provisions in your proposal, may result in your proposal being disqualified.**
- I. ORAL PRESENTATIONS / SITE VISITS: N/A.
- J. ACCEPTANCE OF SOLICITATION TERMS: A proposal submitted in response to this solicitation shall constitute a binding offer. The autographic signature of the offeror or an officer of the offeror legally authorized to execute contractual obligations shall indicate acknowledgment of this condition. A submission in response to this solicitation acknowledges acceptance by the offeror of all terms and conditions, including compensation, as set forth herein. The State of Colorado Model Contract is included as **Attachment A**. An offeror shall identify clearly and thoroughly any variations between its proposal and the State's solicitation. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the solicitation.
- K. PROTESTED SOLICITATIONS AND AWARDS: Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the State Purchasing Director or the head of a purchasing agency, as appropriate. The protest shall be submitted in writing within seven (7) working days after when such

aggrieved person knows, or should have known, of the facts giving rise thereto. (Ref. Section 24-109, 101 et. seq., C.R.S., as amended; Section 24-109, 201 et. seq., C.R.S. as amended; Section R-24-109-101 through R-24-109-206, Colorado Procurement Rules.)

- L. CONFIDENTIAL / PROPRIETARY INFORMATION: Any restrictions of the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. Written requests for confidentiality shall be submitted by the offeror with the proposal. The offeror must state specifically what elements of the proposal are to be considered confidential / proprietary. Confidential / proprietary information must be readily identified, marked and segregated from the rest of the proposal. Co-mingling of confidential/ proprietary and other information is NOT acceptable. Neither a proposal in its entirety, nor proposal price information will be considered confidential and proprietary. Any information that will be included in any contract resulting from the solicitation cannot be considered confidential.
- M. SOLICITATION RESPONSE MATERIAL OWNERSHIP. The State of Colorado has the right to retain the original proposal and other solicitation response materials for our files. As such, the State of Colorado may retain or dispose of all copies as is lawfully deemed appropriate. Proposal materials may be reviewed by any person after the "Notice of Intent to Make an Award" has been issued, subject to the terms of 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 solicitation, subject to limitations outlined in the Proprietary/Confidential Information clause. 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.
- N. PROPOSAL PRICES: Estimated proposal prices are not acceptable. Proposal prices should be best and final offer, unless otherwise stated in the solicitation. The proposal price will be considered in determining the apparent successful offeror. Proposals shall be firm for a period of not less than one-hundred-twenty (120) calendar days.
- O. AWARD OF CONTRACT: The award will be made to that offeror whose proposal, conforming to the solicitation, has been determined to be most responsive and responsible to the State of Colorado, price and other factors considered. A contract must be completed and signed by all parties. In the event the parties are unable to enter into a contract, the State may elect to rescind the "Notice of Intent to Make an Award" communication and make the award to the next most responsive and responsible offeror.
- P. ACCEPTANCE OF PROPOSAL CONTENT: The contents of the proposal (including persons specified to implement the project) of the successful offeror will become contractual obligations if acquisition action ensues. Failure of the successful offeror to accept these obligations in a contract, purchase document, delivery order or similar acquisition instrument

may result in cancellation of the award and such offeror may be removed from future solicitations.

- Q. STANDARD CONTRACT: The State of Colorado will incorporate standard State contract provisions (Special Provisions) into any contract resulting from this solicitation.
- R. SOLICITATION CANCELLATION: The State reserves the right to cancel this solicitation at any time, without penalty.
- S. STATE OWNERSHIP OF CONTRACT PRODUCTS / SERVICES: All products / services produced in response to the contract resulting from this solicitation will be the sole property of the State of Colorado, unless otherwise noted in the solicitation.
- 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. NON-DISCRIMINATION: The offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.
- V. REJECTION OF PROPOSALS: The State of Colorado reserves the right to reject any or all proposals received in response to this solicitation, to waive informalities and minor irregularities in proposals received, and to accept any portion of a proposal or all items proposed if deemed in the best interest of the State of Colorado.
- W. PARENT COMPANY: If an offeror is owned or controlled by a parent company, the name, main office address, and parent company's tax identification number must be provided.
- X. NEWS RELEASES: No news releases pertaining to this solicitation shall be made prior to execution of the contract without prior written approval of CDPHE.
- Y. CONTRACT CANCELLATION: CDPHE reserves the right to cancel, for cause, convenience, or lack of fiscal funding, any contract resulting from this solicitation by providing timely notice to the contractor.
- Z. 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 submit a proposal for the purpose of restricting competition.

2. Each person signing the Vendor Information / Confirmation of Offer form of this proposal certifies that:

- (a) 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 he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
- (b) 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 he has been authorized in writing to act as agent for the persons responsible for such decision, in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

3. A proposal will not be considered for award where (1)(a), (1)(c), or (2) above have been deleted or modified. Where (1)(b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency (CDPHE) determines that such disclosure was not made for the purpose of restricting competition.

AA. **CONFLICT OF INTEREST:** By submission of a response proposal, the offeror agrees that at the time of contracting the proposer has no interest, direct or indirect, that would conflict in any manner or degree with the performance of the required services. The offeror shall guarantee that in the performance of the contract they shall not employ any person having any such known interest.

BB. **TAXES:** CDPHE, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code (Registration No. 84-730123K) and from all state and local government use taxes (Ref. Colorado Revised Statutes Chapter 39-26.114(a)). CDPHE's

Colorado State and Local Sales Tax Exemption Number is 98-02565. Offeror is hereby notified that when materials are purchased in certain political sub-divisions (for example in the City of Denver) the offeror may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado. This sales tax will not be reimbursed by the State.

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