



DOCUMENTED QUOTE (DQ), COVER SHEET & SIGNATURE PAGE

Date: July 12, 2024

Title: Leather Products – CCI		DQ #2025000022
Procurement Sole Point of Contact: Sheila Lucero sheila.lucero@state.co.us The individual listed above is the sole point of contact for this solicitation		
<i>Contact with <u>any</u> other State personnel regarding this procurement, unless specifically authorized by the above-named Purchasing Sole Point of Contact, may result in disqualification.</i>		
<u>Offerors are urged to read the solicitation document and attachments thoroughly before submitting a quote. Offerors are required to submit Federal Employer Identification Number (FEIN) (W-9) prior to award from the State of Colorado.</u>		
Submit Online Quotes to: bidnetdirect.com/cdoc . See instructions located in section 4 – Quote Instructions, General Info for DQ Response.		
IMPORTANT: The PDF Document must be titled with the DQ Number, DQ Title, and the Offerors name, and DQ Due Date: July 25, 2024 4:00 PM (Mountain Time)		
Instructions: Offerors are asked to fill out this page in its entirety, sign and return with their Quote. The State of Colorado Documented Quote Cover Sheet & Signature Page must be signed by the Offeror or an officer of the Offeror legally authorized to bind the Offeror to the quote. Signatures may be electronic signatures for this DQ.		
Offeror(s) Legal Company Name:		
Doing Business As:		
Address:		
City:	State:	Zip
Phone #:	Fax Number:	
Offeror(s) FEIN:	Vendor Number as Registered on VSS:	
Contact Name for Clarification:		
Title:		
Phone Number:		
E-mail Address:		
Authorized Signature: <u>By signing this Documented Quote Cover Sheet & Signature Page, the authorized agent acknowledges acceptance of all terms and conditions of this solicitation including all attachments. By signing this Cover Sheet & Signature Page, the authorized agent certifies that a conflict of interest does not exist.</u>		

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EXHIBITS (Please read thoroughly prior to quote submission)

- A. Administrative Information**
- B. Purchase Order Terms and Conditions**

ATTACHMENTS (Offeror to complete and submit with quote)

- A. W-9 Request for Tax Payer Identification Number**
- B. Vendor Disclosure Statement Form**
- C. Pricing Quote Form**
- D. Vendor DQ Checklist**

1. DEFINITIONS AND TERMS

- A. **Awarded Contractor/Vendor/Offeror** means the Offeror whose quote the CDOC determines to be most advantageous and is approved and accepted by CDOC which enables CDOC to undertake a Contract with the Contractor for the purchase of the services or goods or both.
- B. **CCi** means Colorado Correctional Industries
- C. **CDOC** means Colorado Department of Corrections or State.
- D. **Contract** means any type of state agreement, regardless of what it may be called (purchase order, agreement, contract, etc.), between a governmental body and a contractor, where the principal purpose is to acquire supplies, services, or construction or to dispose of supplies for the direct benefit of a governmental body. "Contract" includes commitment vouchers as described in section 24-30-202 C.R.S.
- E. **Contractor** means any organization or individual that seeks to provide or is already providing goods or services. Often synonymous with selected, successful, or awarded Offeror, Bidder, or Vendor.
- F. **C.R.S.** means Colorado Revised Statutes as amended.
- G. **Documented Quote** means a solicitation for services and supplies or construction project up to \$250,000.
- H. **FCF** means Fremont Correctional Facility
- I. **Offeror** means any organization or individual submitting a quote in response to a Documented Quote (DQ) solicitation. More generally to mean any organization or individual submitting an offer, bid or quote in response to any type of procurement solicitation. Same as Bidder or Vendor.
- J. **Quote** means an offer in response to a Documented Quote (DQ) solicitation.
- K. **SDVOSB** means Service Disabled Veteran Owned Small Business Participation
- L. **Solicitation** means a document issued by a prospective buyer that requests competitive offers from organizations or individuals to sell the goods or services or both that are specified in the document. A solicitation typically results in an award of a Contract or purchase order for the goods or services based on an award methodology defined in the solicitation. Types of solicitations issued by the State of Colorado agencies include: Requests for Proposals (RFP), Invitation for Bid (IFB), Documented Quote (DQ).
- M. **Subcontractor** means a vendor selected by the Contractor that enters into a contractual relationship with the primary Contractor to carry out the project as a result of the solicitation.
- N. **TRBF** means Tannery Run, Brand Free
- O. **VSS** means the State of Colorado's Vendor Self-Service System website located at www.colorado.gov/vss. All solicitations published by State agencies and institutions are published on VSS, unless specific entities have been granted to opt out of the program. Vendors have access to this website.

2. INTRODUCTION

A. General Information

All information contained within this DQ, and any amendments and modifications thereto, reflect the best and most accurate information available to the State at the time of this DQ. 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 intentional misrepresentation by the State.

B. Schedule of Activities

The schedule of activities is for information and planning purposes only. Schedules for activities listed as “estimated” may be subject to change depending on the needs of the State. All times are considered in Mountain Time (MT), as adjustment for daylight savings.

	Activity	Date	Time (MST)
1	DQ Published via Colorado VSS https://www.colorado.gov/vss and bidnetdirect.com//cdoc	07/12/2024	2:00pm
3	Written Inquiries Deadline NOTE: No inquiries will be accepted after this date. Send Inquiries to: bidnetdirect.com//cdoc	07/16/2024	2:00pm
4	Response to written inquiries; will be posted to Colorado VSS (estimated)	07/18/2024	4:00pm
5	Quote Submission Deadline Quotes must be submitted in the method described in Section 4	07/25/2024	4:00pm
7	Award selection and notification	07/29/2024	
8	Contract/Purchase Order Start Date (desired)	07/29/2024	

A. Colorado Vendor Self Service (VSS) and bidnetdirect.com//cdoc

- i. This solicitation is published using the Colorado Vendor Self-Service – Colorado VSS and bidnetdirect.com//cdoc.
- ii. Offerors are not required to be registered on Colorado VSS in order to download solicitation documents and information. Colorado VSS information can be found through the Colorado State Purchasing & Contracts Office link at www.colorado.gov/vss. The VSS Help Desk can be reached at 303-866-6464 for further assistance.
- iii. The CDOC is posting this DQ on the Colorado Vendor Self Service page (Colorado VSS) and bidnetdirect.com//cdoc so that firms that have an interest may submit a proposal (§4) to bidnetdirect.com//cdoc in accordance with the terms of the DQ.
- iv. In the event that it becomes necessary to revise any part of this DQ, a modification will be published on Colorado VSS at www.colorado.gov/vss and bidnetdirect.com//cdoc. It is incumbent upon Offerors to carefully and regularly monitor Colorado VSS and bidnetdirect.com//cdoc.
- v. **Note: Proposals may only be submitted electronically via bidnetdirect.com//cdoc. No other electronic submission methods or hard copy submittals will be accepted.**

B. Anticipated Purchase Order Term

- i. The initial term of the awarded Purchase Order is anticipated to be one (1) year. This Purchase Order may be renewed for up to four (4) additional one (1) year periods at the sole discretion of the CDOC. The total duration of the Purchase Order, from the start date until termination, and including all options, is not anticipated to exceed five (5) years.
- ii. The CDOC may, within its sole discretion, choose to not exercise any option or extension term in the Purchase Order for any reason. If the CDOC chooses to not exercise for any extension term, it may re-procure the performance of the work in its sole discretion.

- iii. The CDOC may extend the Purchase Order beyond the anticipated term in this subsection, in accordance with the Colorado Procurement Code and its implementing rules, in the event that the CDOC determines the extension necessary.
- iv. The CDOC is not responsible for any goods delivered or services performed by the awarded Offeror without a State issued Purchase Order.

3. SCOPE OF WORK/SPECIFICATIONS

This Scope of Work describes the deliverables sought through this DQ and the scope of what the awarded Offeror will be expected to offer through the Contract or Purchase Order resulting from this DQ. The Scope of Work is intended to provide interested Offerors with sufficient basic information to submit a quote. It is not intended to limit a quote's content or exclude any relevant or essential data.

A. Program Overview and Specifications

- i. The Colorado Department of Corrections, Colorado Correctional Industries (CCi) runs a Leather Shop within the Fremont Correctional Facility located at 57500 East Hwy 50 and Evans Rd, Canon City, CO 81212 and is seeking a vendor to provide Tannery Run, Brand Free leather skirting and latigo.
- ii. The skirting will need to be a mix of 40% Grade 1 (very little flaws), 40% Grade 2 (some flaws) and 20% Grade 3 (will have flaws).
- iii. The skirting will need to be 100% Vegetable-Tanned skirting.
- iv. The skirting will need to have a weight of 14/15oz.
- v. The skirting will need to be available in the following colors:
 - a. Black
 - b. Brown
 - c. Natural
 - d. Mahogany
 - e. Chestnut
- vi. Additional Grade 1 "golden strap" skirting in 6/7 oz and 7/8 oz will also need to be available.
- vii. The TRBF latigo will need to be available in 10/12 oz and 5/6 oz weights.
- viii. The latigo will need to be available in the following colors:
 - a. Brown
 - b. Black
 - c. Burgundy

4. QUOTE INSTRUCTIONS, GENERAL INFORMATION FOR THE DQ RESPONSE

A. General Information for the DQ Response

- i. Offerors are encouraged to review the DQ and any attachments in their entirety to assure understanding of and compliance with the requirements that may be included in these documents.
- ii. Unnecessarily elaborate quotes are not desired.
- iii. **Quotes may only be submitted electronically via bidnetdirect.com//cdoc. No other electronic submission methods or hard copy submittals will be accepted.**

B. Timeliness of Quote Submission

- i. Quotes received after the submission deadline shall not be opened and shall be rejected as a late response, unless otherwise permitted by the procurement official in accordance with Procurement Rule C.R.S. §24-103-201-10.
- ii. Responsibility for ensuring that an Offerors quote is received on time rests with the Offeror.

C. Offerors Binding Offer and Acceptance

- i. Neither this solicitation nor an Offerors Quote submitted in response to this solicitation constitute a legally binding offer. Reference C.R.S. 24-103-204-01(b).
- ii. The contents of the Quote of the successful Offeror will become contractual obligations if under the awarded Contract or Purchase Order. Failure of the successful Offeror to accept these obligations in a Contract, purchase order, or similar authorized commitment voucher may result in a cancellation of the award to that Offeror.

D. Confidentiality and Proprietary Information

Following the notice of intent to award, all quotes will be open to public inspection with the exception of information determined by the State to be a trade secret or confidential or proprietary. Reference C.R.S. §24-72-2-1 et seq., amended, Public (Open) Records.

- i. Any restrictions of the use or inspection of material contained within the quote shall be clearly stated in the quote itself and such information segregated.
- ii. Written requests for confidentiality shall be submitted by the Offeror with the quote for consideration and acceptance of confidential status by the CDOC.
- iii. A complete redacted Quote response should be included along with an un-redacted Quote and confidential justification.
- iv. The Offeror must state specifically what elements of the quote are to be considered confidential/proprietary and must state this clearly.
- v. Confidential/Proprietary information must be identified, marked, and packaged separately from the rest of the quote.
- vi. Neither a quote in its entirety, nor quote price information is considered confidential and proprietary.
- vii. Any information that will be included in any resulting Contract cannot be considered confidential.
- viii. CDOC will make a written determination as to the apparent validity of any written request for confidentiality. In the event CDOC does not concur with the Offerors request for confidentiality, the written determination will be sent to the Offeror per C.R.S. §24-72-201 et.seq.

E. Modifications and/or Supplemental Information to the DQ

- i. The CDOC will publish any modifications, amendments, or supplemental information to the DQ on Colorado VSS. In the event that it becomes necessary to revise any part of this DQ, the CDOC will post a modification notice to Colorado VSS.
- ii. It is the Offerors 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 clarification or changes to solicitation content, timeline and/or requirements.

F. Inquiries

- i. Offerors may submit written inquiries concerning this DQ to obtain clarification on specifications and requirements via email only.

- ii. All inquiries are due no later than the time shown in the Schedule of Activities.
- iii. Send all inquiries to bidnetdirect.com//cdoc.
- iv. All electronic email inquiries will reference the DQ number and title in the subject line. Where appropriate, inquiries should include references to any relevant section/paragraph of the DQ.
- v. List each question separately.
- vi. Limit inquiries to only those issues which are essential in order to submit a viable quote in response to this DQ. Requests for detailed or exhaustive information may be declined if said information is not deemed by CDOC to be necessary.
- vii. Request (and ensure you receive) confirmation that your email has been received.
- viii. The CDOC will publish responses to Offerors inquiries collectively, in a timely manner, as a modification on Colorado VSS. Offerors are responsible for monitoring Colorado VSS for such publication(s). Offerors shall not rely on any verbal statements that alter any specification or other term or condition of the DQ. Such changes are valid only if provided in writing by the CDOC Point of Contact.

G. DQ Response Material Ownership

- i. The CDOC has the right to retain the original quote and other DQ response materials for its files received by the solicitation closing and not withdrawn prior to the public opening. As such, the CDOC may retain or dispose of all copies as is lawfully deemed appropriate. The CDOC has the right to use any and all information/material presented in the reply to the DQ, subject to limitations outlined in Section 1.L Proprietary/Confidential Information. Quote materials may be reviewed after the award, subject to the terms of C.R.S §24-72-2 as amended.
- ii. In accordance with Procurement Rule C.R.S §24-103-201-09, an Offeror may withdraw their quote upon written notification submitted to and received by CDOC prior to the established DQ quote opening date and time (e-mail acceptable). CDOC will not retain a copy of the withdrawn quote.

H. Modifications or Withdrawal of Responses

An Offeror may modify or withdraw its quote by written notice to the CDOC point of contact prior to the established quote submission deadline. Withdrawal of an Offerors quote following the submission deadline and prior to award may be allowed, in the CDOC's discretion. Withdrawal of an Offerors quote after award is not allowed. Reference Procurement Rules C.R.S. §24-103-201-08 and C.R.S. §24-103-201-09.

I. Mistakes and Minor Informalities in Offeror Responses

In certain circumstances, an Offeror may correct a mistake(s) in its quote and/or the CDOC may waive minor informalities. Reference Procurement Rule C.R.S. §24-103-201-08.

J. DQ Cancellation

The State reserves the right to cancel the entire DQ or individual phases at any time, without penalty in accordance with C.R.S. §24-103-301.

K. Order of Precedence

In the event of any conflict or inconsistency between terms of this DQ and the offer, such a conflict or inconsistency shall be resolved first, by giving effect to the terms and conditions of a resulting contract, second to the DQ, and third to the quote (See Draft Model Contract for additional information).

L. Draft Model Contract or Purchase Order Terms and Conditions

- i. Except as modified herein, the standard State Contract terms or Purchase Order Terms and conditions included in this DQ shall govern this procurement, and are hereby incorporated by reference.
- ii. The Draft Model Contract or Purchase Order (Exhibit B) lists the State's required legal provisions, but does not include the specific scope of work and requirement of this DQ.
- iii. The Offeror is expected to review the attached draft Model Contract and not exceptions. Unless the Offeror notes exceptions in its quote, the conditions for the Draft Model Contract will govern. The Offeror shall identify clearly and thoroughly any variations between its quote and the State's DQ. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as may be outlined or specified in the DQ.
- iv. Offeror(s) requested changes may or may not be accepted by the State and may require negotiations.

M. Selection of Successful Quotes and Intent to Award

- i. The CDOC reserves the right to make an award on receipt of initial quotes and may award to multiple Offerors capable of fulfilling the anticipated program needs for CDOC.
- ii. Offerors not meeting the requirements identified in the DQ shall be ineligible for further consideration.
- iii. The CDOC may conduct discussions with the Offeror(s) for the purpose of understanding of the CDOC's requirements and the Offerors quote, to clarify requirements, make adjustments in services to be performed, and in prices.
- iv. Changes to quotes, if permitted, will be requested in writing from Offeror(s).
- v. An evaluation will be conducted and awards made to the Offeror(s) whose quote is determined to be most advantageous to the State considering the evaluation factors.

N. Documents after Award

Prior to Contract or Purchase Order execution, the awarded Offeror will provide CDOC with:

- i. Proof of registration with the Colorado Secretary of State (SOS). In order to do business in Colorado, the SOS requires Contractors to register in accordance with C.R.S. 7-90-801, and obtain and maintain a rating of "good standing" status throughout the term of an awarded Contract. The link to the SOS website is: www.sos.state.co.us.
- ii. An awarded Contractor shall obtain and maintain insurance coverage at all times during the term of the resulting Contract. The Contractor must obtain and maintain coverages required in the executed Contract.

O. DQ Cancellation/Rejection of Quote(s)

The CDOC may cancel this DQ, or any or all quotes may be rejected in whole or in part, without penalty, at any time before a Contract is executed, when it is the best interests of the State. Reference §24-103-301, CRS, and related Procurement Rules. The reason and documentation supporting the decision to cancel the DQ or reject quote(s) shall remain confidential for the lesser of six months or until the Contract at issue is awarded by the State. Reference §24-101-401-05.

If the DQ is cancelled after quotes are received, the quotes that have been opened shall be retained in the procurement record, or if unopened, returned to the Offerors upon request, at Offerors expense, or otherwise disposed of.

P. Protested Solicitations and Awards

- i. An aggrieved party may file a protest concerning a material issue(s), at any phase of solicitation or award, including but not limited to specifications, award, or a disclosure of information marked confidential in the response. The protest shall be submitted to the Procurement Official for the issuing agency, in within three (3) business days after such aggrieved person knows, or should have known, of the facts giving rise thereto. Reference C.R.S. §24-109-102, as amended, and Procurement Rules C.R.S. §24-109-102-01 et seq. Protests should be submitted in writing to the following:

Tina Fay

Associate Director of Procurement

tina.m.fay@state.co.us

- ii. “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.

5. RESPONSE FORMAT

Quotes MUST follow the format outlined with electronic copies of each document provided as instructed. Quote sections should be tabbed, clearly identifiable, and contain the following specifics:

A. Administrative Documents

- i. Signed DQ Cover Sheet and Signature Page (sign in blue ink, please)
- ii. Completed W-9
- iii. Completed Vendor Disclosure Statement
- iv. Colorado Secretary of State’s Certificate of Good Standing
- v. Table of Contents
- vi. Scope of Work

B. Accessibility Requirements

Offeror shall describe how their proposed solution will meet or exceed the accessibility requirements detailed in Exhibit A §13.

C. Cost Quote

- i. Offerors shall submit with their quotes, the proposed pricing that supports their response to Section 3 – Scope of Work. The Price Quote shall include your company’s pricing models and pricing narrative. Offerors shall outline pricing models, and include a detailed pricing narrative that justifies its rates within the scope of services. Please include in the Price Quote:
 - a. Break out of services and associated rates
 - b. Research costs that are not included in your company’s break out of services and associated rates.
 - c. Setup fees, monthly service fees, delivery fees.
- ii. **The CDOC will not consider the submission of brochures, references to websites or other marketing material as a substitute for written responses to our requirements and questions.**
- iii. Quoted pricing must remain firm during the initial term of the Contract or Purchase Order.

D. Certification of Independent Price Determination

By submitting a Quote, the Offeror certifies that the prices and other terms in the Quote have been arrived at independently without any consultation, communication, agreement with, or knowledge of the contents of the Quote by any other competing Offeror. For purposes of this paragraph, “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 Offeror. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit a Quote for restricting competition. Reference C.R.S. §6-4-101., et set. (Colorado Antitrust Act of 1992) as amended.

6. EVALUATION AND AWARD SELECTION PROCESS

A. Evaluation Process

A comprehensive, fair, and impartial evaluation of each quote received will be conducted in accordance with the State Procurement Code (C.R.S. §24-103-203(7)), which states, “The award shall be made to the responsible Offeror whose quote is determined in writing to be the most advantageous to the State, taking into consideration the price and evaluation factors set forth in the documented quote.

B. Quote Evaluation Criteria

A preliminary review of the basic responsiveness of the quote will be conducted to ensure all requirements of the DQ have been met.

- i. The State will evaluate quotes to determine if each Offeror meets all mandatory qualification requirements; provided, however, that the State has the authority to waive non-material mandatory requirements in certain circumstances. Reference Procurement Rule C.R.S. 24-103-301-03. The mandatory qualification requirements are scored on a Met/Not Met basis and only those quotes found to meet all mandatory requirements, other than non-material mandatory requirements waived by the State, can be considered for a Contract or Purchase Order resulting from this solicitation.

C. Negotiations

The CDOC may negotiate with any Offeror to clarify the Offerors Quote or to effect modifications that will make the Quote Acceptable or more advantageous to the CDOC; however any requirements identified in this solicitation may not be negotiated. Reference C.R.S. §24-103-204-01(d).

D. Past Performance

Each Offerors past performance may be reviewed as part of CDOC’s overall evaluation. This evaluation will take into account past performance information submitted as a part of such Offerors quote including but not limited to, information regarding predecessor companies, key personnel who have relevant experience, and subcontractors performing major or critical aspects of the service(s), if such information is relevant. Offerors without a record of relevant past performance or for whom information on past performance is not available will receive a neutral past performance rating. The CDOC will consider Offerors performance on past or current State Contracts with requirements similar to the CDOC’s requirements for this Contract. The CDOC will consider information provided by Offeror regarding any problems encountered on the identified Contracts and any associated corrective actions.

The CDOC reserves the right to contact any former client or company with whom the Offeror is known to have done business with, whether provided as a reference or not.

E. Award

- i. A Notice of Intent to Award will be published on Colorado VSS.
- ii. The award determination is ultimately a business decision that will reflect an integrated assessment of the relative merits of the quotes received, using the factors set forth in section 6.D. The State intends to award Contract(s) or Purchase Order(s) to the Offeror(s) whose quote(s), conforming to the solicitation, will be most advantageous to the State, price and other factors considered.
- iii. The State reserves the right to award to multiple Offerors if it is determined to be in the best interest of the State.
- iv. "Acceptable" means that the goods or services submitted in the Offers Quote will meet the state's needs, and that the price is fair and reasonable. The determination of whether an Offerors Quote is acceptable is solely within the State's discretion.
- v. If only one quote is received in response to a solicitation, an award may be made to the single Offeror if the procurement official finds that the price submitted is fair and reasonable and that other prospective Offerors 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-solicited, the procurement official may enter into competitive negotiations in accordance with C.R.S. §24-103-208.02. Reference Procurement Rules C.R.S. 24-103-201-02(d).