

STATE OF COLORADO



REQUEST FOR PROPOSAL (RFP) and RESPONSE COVER SHEET

Date:	05/23/14, Friday	RFP Number:	RFP-CM-14-003
Submit Proposal to:	State of Colorado Department of Personnel & Administration Division of Finance and Procurement State Purchasing Office 1525 Sherman Street, 3 rd Floor Denver, CO 80203	Sourcing Specialist:	Cheri Miller
RFP Due Date:	06/25/14, Wednesday	RFP Due Time:	3:00 PM Mountain Time

TITLE: Maintenance, Repairs and Operations (MRO) – Facility Supplies and Equipment – For Statewide Use

Per the attached specifications, terms and conditions.

F.E.I.N.: _____	Payment Terms: (Minimum of Net 30) _____
Delivery Date: _____	
Authorized Signature: _____ <small>Signature acknowledges acceptance of all terms and conditions of the solicitation.</small>	
Typed/Printed Name: _____	
Title: _____	
Legal Company Name: _____	
Doing Business As: _____	
City: _____	State: _____ Zip: _____
Phone Number: _____	Fax Number: _____
Contact for Clarifications: _____	
Title: _____	
Phone Number: _____	Fax Number: _____
E-mail Address: _____	

IMPORTANT NOTE: The following must be on the outside of the sealed Bid Return Envelope:
Vendors Name, Bid Number, Closing Date, Closing Time, Vendor's Email Address

Note: Telegraphic or electronic proposals (Fax, Western Union, Telex, e-mail, etc.) cannot be accepted directly in the Purchasing Office as a sealed bid for the original proposal. Vendors are urged to read the solicitation document thoroughly before submitting a bid/proposal.

Checklist:

- Confirm that you are aware that the award notice will be published on BIDS. ____ Yes
- My company is registered on ColoradoBIDS. ____ Yes ____ No
- Proprietary Information: included and as segregated pages ____ Yes ____ No
- Registered with the Colorado Secretary of State ____ No ____ Yes, and # _____
- Vendor proposes using Subcontractor(s) services in the bid proposal ____ Yes ____ No

THIS PAGE MUST BE COMPLETED, SIGNED IN BLUE INK AND RETURNED WITH PROPOSAL
Must be registered with the State of Colorado BIDS by the closing date/time of the Solicitation..

This Solicitation is made up of the following sections:

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4.	Format & Proposal Instructions	Page	14
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Exhibits: (Informational)

- A. Price Agreement Solicitation Terms and Conditions
- B. List of Regions by County
- C. Sample Model Contract
- D. Sample Summary Quarterly Volume Report
- E. Environmentally Preferable Purchasing Policy

Attachments: (Vendor to Complete and Submit in its Proposal)

- 1. Request for Taxpayer Identification Number and Certification (W-9) (OSC) *(form)*
- 2. Vendor Disclosure Statement (OSC) *(form)*
- 3. Vendor Response Worksheet: *(electronic file/form)*
(Vendor to complete Tabs for Regions, Categories: Discount Structure, and Market Basket pricing.)

Section 1 - Administrative Information and Instructions for Vendors

1.1 Bid Information and Distribution System (BIDS) and Registration.

This solicitation is published using the Colorado Bid Information and Distribution System (BIDS). Vendors must be registered on BIDS in order to receive an award and be considered responsive at the time of the solicitation's closing. BIDS information can be found through the State Purchasing Office (SPO) link at www.colorado.gov/bids. The BIDS Help Desk can be reached at 303.866.6464 for further assistance.

1.2 Issuing Office and Official Means of Communication.

This **Request for Proposal (RFP)** is issued by the Colorado **State Purchasing Office (SPO)** and is the sole point of contact concerning this RFP. During the solicitation process for this RFP, all official communication with Vendors will be via notices on BIDS. Notices may include any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning Vendor(s). **It is incumbent upon Vendors to regularly monitor BIDS for any such notices.**

1.3 Purpose.

The Colorado Department of Personnel & Administration (DPA), Division of Finance and Procurement, **State Purchasing Office (SPO)**, wishes to establish price agreements for **MAINTENANCE, REPAIRS, AND OPERATION ("MRO") - FACILITIES SUPPLIES and EQUIPMENT**. Resulting awards from this solicitation intend to be established as **Permissive** Colorado State Price Agreements. The State reserves the right to migrate to a Mandatory status if determined it is in the best interest of the State. The following entities (Ordering Entity) are permitted to purchase from Colorado State Price Agreements: Colorado State Agencies/Departments, Colorado Institutions of Higher Education, Colorado Political Subdivisions, eligible Non-Profit Organizations, and other entities (including cooperatives) authorized by an individual State's statutes to use Colorado State contracts as subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participating are solely within the authority of the State Chief Procurement Official. The State of Colorado makes no guarantee that any quantity will be purchased as a result of this RFP.

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

1.4 Scope of the RFP/Basis for Award.

The purpose of this RFP is to seek proposals for providing **supplies and equipment for facility maintenance, repairs, and operations** needs. Awards may be made to a Vendor in one or more of nine (9) categories and services one or more of seven (7) regions. Evaluation of the responsive proposals received will be conducted and the State may award price agreements as a result of this RFP. Vendors will be awarded based on proposals that are determined to be most advantageous to the State considering the evaluation factors set forth in **Section 5 (Evaluation and Award Selection Process)**. The State intends to establish Price Agreements for the initial period from the executed contract to 6/30/2015, with the option to renew for up to four (4) additional one-year periods. (See the **Sample Model Contract, Exhibit C** for additional information.)

Agreements issued under this solicitation will be permissive State price agreements. State agencies and institutions of higher education that have opted into the Procurement Code may purchase supplies or services covered by this solicitation if and when needed, but are not required to do so. State agencies and institutions of higher education that have opted into the Procurement Code will also have the option to purchase supplies or services from other sources submitted for competition, including cooperative purchasing agreements entered into by the State Purchasing Office authorized under section § 24-110-101 et seq, Colorado Revised Statutes (C.R.S.), if any.

1.5 Schedule of Activities.

- | | |
|--|-----------------------------------|
| 1. Deadline for Vendor written questions. | 06/02/14, Monday, 5:00 PM (MT) |
| 2. State response to Vendor questions. | 06/04/14, Wednesday, 5:00 PM (MT) |
| 3. Deadline to submit proposals. | 06/25/14, Wednesday, 1:00 PM (MT) |
| 4. Public Opening of Proposals. | 06/25/14, Wednesday, 2:00 PM (MT) |
| 5. Oral Presentations/Site Visits
(Held at the State's discretion.) | (To Be Determined) |
| 6. Projected contract date. | 08/01/14 |

1.6 Inquiries and Questions.

Vendors may submit email, written or fax inquiries concerning this RFP to obtain clarification on specifications and requirements. All inquiries are due no later than the time shown in **Section 1.5. (Schedule of Activities)** or otherwise amended on BIDS. The SPO prefers all inquiries be sent via electronic mail and referencing the RFP number in the subject line. **Please submit inquiries via email as an attachment and in plain text in WORD format. List your questions as “1, 2, 3, etc.”**

Please limit inquiries to only those issues which are essential in order to submit a viable proposal in response to this RFP. Requests for detailed or exhaustive information may be declined if said information is not deemed by the State to be necessary in order to submit a viable proposal. Inquiries must be submitted by way of one of the following three methods, though e-mail is preferred.

1. E-mail

Send to at cheri.miller@state.co.us

(In the subject line, reference “RFP-CM-14-003 MRO”.)

2. Written

State Purchasing Office

Attention: Cheri Miller, RFP-CM-14-003 MRO

1525 Sherman Street, 3rd Floor

Denver, Colorado 80203

Fax: (303) 894-7445 (Please note: Non-receipt of faxes is not grounds for protest.)

Response to Vendor questions (if required) will be published as a modification on BIDS in a timely manner. Vendors should not rely on any other information if it is not published on BIDS, either written or oral, that alter any specification or other term or condition of the RFP during the open solicitation period. Vendors are NOT to contact any other State Office or individual regarding this solicitation. Vendors are responsible for monitoring BIDS for the publication of any and all modifications to this solicitation.

1.7 State of Colorado Solicitation Instructions/Terms and Conditions and State of Colorado Price Agreement Solicitation Terms and Conditions.

The State of Colorado Solicitation Instructions/Terms and Conditions govern except to the extent they are modified, supplemented or replaced in this solicitation. By responding to this RFP, Vendors acknowledge they have reviewed these and the attached **Price Agreement Solicitation Terms and Conditions (Exhibit A)**. Note: Compliance to the terms and conditions is critical due to the restriction of time for the contract formation.

1.8 General Instructions and Bid Submission.

Vendors are encouraged to carefully and completely review this RFP and all attachments prior to submitting its proposal. **For detailed information on the Bid Submission, see Section 4 (Format and Proposal Instructions)** of this RFP. Sealed proposals, including the Request for Proposal (RFP) Cover Sheet, must be received on or before the date and time indicated on the RFP Cover Sheet (page 1) or as modified on BIDS. It is the Vendor's responsibility to ensure its proposal arrives at the Colorado State Purchasing Office on or before the solicitation's closing date and time, regardless of the delivery method used. **Late proposals will not be accepted.**

1.9 Minimum Specifications for Response.

Vendors must be able to demonstrate the ability to perform according to the terms of this solicitation. Vendors are required to have **experience for a minimum of two years** in providing these types of commodities. The State may require additional information of the apparent successful Vendor(s) to determine their ability to perform.

1.10 Vendor's Binding Offer and Acceptance.

The contents of a Vendor's proposal submitted in response to this RFP shall constitute a binding offer and will become contractual obligations of the successful Vendor. Acknowledgment of this condition shall be indicated by the signature (page 1) of the Vendor or an officer of the Vendor legally authorized to execute contractual obligations. A submission in response to this RFP, unless specified otherwise, acknowledges acceptance by the Vendor of all terms and conditions, as set forth herein including its attachments and exhibits, without making its offer contingent.

A Vendor may withdraw its proposal upon written notification submitted to and received by the SPO prior to the established RFP bid opening date and time (email is acceptable). In accordance with Procurement Rule 24-103-202b, the State will not retain a copy of the withdrawn proposal.

The State may require additional information (financial, capacity, etc.) of the apparent successful Vendor(s) to determine its ability to perform. The State reserves the right to visit Vendor's office(s) to verify such ability. (For additional information, see **Section 3, Statement of Work**) and the **Sample Model Contract, Exhibit C.**)

1.11 Selection of Successful Proposals, Number of Awards, and Intent to Award.

The State intends to award to multiple Vendors capable of fulfilling the anticipated volume needs for the State and other Ordering Entities. Should the State determine at any time during the term of the resulting awards that the number of awarded Vendors is not adequate to properly fill these needs, the State reserves the right to make awards to Vendors who submitted responses to the original solicitation but were not awarded, or to re-issue the solicitation and make additional awards as necessary. The State reserves the right to continue with existing contracts should the pricing in these RFP responses be deemed non-beneficial to the State. Further, the State reserves the right to continue with existing contracts in addition to the awards resulting from this solicitation if deemed it is in the best interest of the State. An evaluation will be conducted and awards made to Vendors whose proposals are determined to be most advantageous to the State considering the evaluation factors set forth in **Section 5 (Evaluation and Award Selection Process)**.

1.12 Term of the Price Agreement and Model Contract.

Term: The initial price agreements will be effective upon a fully executed contract and end on June 30, 2015. Price Agreements may be renewed for four (4) additional one-year periods, at the sole discretion of the State, contingent upon contractual requirements being satisfied and funds being appropriated, budgeted, and otherwise made available. By statutory authority, the State Purchasing Director may authorize resulting contracts greater than five (5) years per § 24-103-503, C.R.S.

Model Contract: Except as modified herein, the standard State Contract Terms and Conditions and the **Sample Model Contract, Exhibit C** included in this RFP shall govern this procurement and are hereby incorporated by reference. Note: the Model Contract lists the State's required legal provisions but does not include the specific scope of work and requirements for this RFP.

The Vendor is expected to review the attached Model Contract and note exceptions. Unless the Vendor notes exceptions in its proposal, the conditions of the Model Contract will govern. The Vendor shall identify clearly and thoroughly any variations between its proposal and the State's RFP. 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 RFP.

Vendors are cautioned that requests for modifications to the terms and conditions constitute increased risk to the State and increased costs. Changes to Special Provisions are not permitted. The State has a critical time line due to a change in its solicitation platform. Therefore, the scope and magnitude of requested exceptions is an important consideration in the evaluation of a proposal(s).

1.13 Proprietary/Confidential Information.

Any restrictions of the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself and such information segregated. Written requests for confidentiality shall be submitted by the Vendor with the proposal for consideration and acceptance of confidential status by the State. The Vendor must state specifically what elements of the proposal are to be considered confidential/proprietary and must state the statutory basis for the request under Colorado Open Records Act (CORA) (§ 24-72-201 et seq., C.R.S.). Confidential/Proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Neither a proposal in its entirety, nor proposal price information is considered confidential and proprietary. Any information that will be included in any resulting price agreement cannot be considered confidential.

The Colorado State Purchasing Office (SPO) will make a written determination as to the apparent validity of any written request for confidentiality. In the event the SPO does not concur with the Vendor's request for confidentiality, the written determination will be sent to the Vendor. (§ 24-72-201 et. seq., C.R.S.)

1.14 Service Disabled Veteran Owned Small Business Participation.

A Vendor claiming status as a service disabled veteran owned small business must identify itself as such in its proposal and provide documentation of its certification from the United States Department of Veteran Affairs (US DOVA) with its response to this RFP.

1.15 RFP Response Material Ownership.

The State has the right to retain the original proposal and other RFP response materials for its files received by the solicitation closing and not withdrawn prior to the public opening. As such, the State may retain or dispose of all copies as is lawfully deemed appropriate.

Proposal materials may be reviewed by a person after the "Notice of Intent to Award" has been issued, subject to the terms of C.R.S. Title 24, Article 72, Part 2 as amended. The State has the right to use any or all information/material presented in the reply to the RFP, subject to limitations outlined in the clause, Proprietary/Confidential Information.

1.16 Venue.

The parties agree the venue for any action related to the performance of a resulting contract is the City and County of Denver, Colorado. (See **Sample Model Contract, Exhibit C** for additional information.)

1.17 Taxes.

State of Colorado Agencies, as purchaser, are exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code and from all state and local government sales and use taxes (§ 39-26-704, C.R.S.). Colorado Political Subdivisions and eligible Non-profit Organizations utilizing the resulting State Price Agreement with an awarded vendor are solely responsible for its own tax requirements. (See **Sample Model Contract, Exhibit C** for additional information.)

1.18 Payment Schedule.

The State's minimum payment terms for the resulting contract are net thirty (30) days. Ordering Entities have historically remitted payment in a timely matter but it is the Vendor's responsibility to confirm all payment terms with each Ordering Entity at the time an order is placed. Late fees may not be assessed to State government entities until the 46th day after the payment was due. The Vendor is eligible to invoice for late payment charges of 1% per month on the unpaid balance. The State is NOT responsible for any orders placed by non-State Ordering Entities.

1.19 Protested Solicitations and Awards.

Any actual or prospective Vendor who is aggrieved in connection with the solicitation or award of a contract may protest to: SPO Director, State of Colorado, State Purchasing Office, 1525 Sherman Street, Third Floor, ATTN: Judson Byrn, Denver, CO 80203. The protest shall be submitted in writing within seven (7) business days after such aggrieved person knows or should have known of the facts giving rise to the protest. (Reference: C.R.S. Title 24, Article 109.)

1.20 News Releases.

News releases pertaining to this RFP and associated awards without prior written approval by the SPO are prohibited by the Vendor.

1.21 Parent Company.

If a Vendor is owned or controlled by a parent company, the name, main office address and parent company's tax identification number shall be provided in the proposal. Note: Vendors are advised that the Federal Employer Identification Number (FEIN) entered on the RFP Cover Sheet (page 1), and on the W-9 form submitted in its proposal, and as registered in BIDS must be the same.

1.22 Certification of Independent Price Determination.

1.22.1 By submission of this proposal each Vendor 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 Vendor or with any competitor; and

b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly to any other Vendor or to any competitor; and

c) No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

1.22.2 Each person signing the Request for Proposal Cover Sheet of this proposal certifies that:

a) He/She is the person in the Vendor's organization responsible for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or

b) He/She is not the person in the Vendor's organization responsible for the decision as to the prices being offered herein but that he/she 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.

1.23 Legislative Changes.

The State reserves the right to amend the RFP and/or contract in response to Colorado legislative changes that affect this program.

1.24 Order of Precedence.

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

1.25 RFP Cancellation.

The State reserves the right to cancel this entire RFP or individual phases at any time, without penalty in accordance with Procurement Rule 24-103-304.

1.26 Audit.

Awarded Vendors may be required to have a process audit conducted of the program at least once every three (3) years, at the Vendor's expense. If the Vendor has not had such an audit prior to awarding of a resulting contract, one may be required to begin within six (6) months of the award of a contract, at the Vendor's expense. A complete copy of the audit must be provided to the State's project manager as identified in the awarded contract within five (5) working days of its completion. The State will negotiate directly with the Vendor regarding any exceptions or findings from the audit.

1.27 Doing Business in Colorado.

The Vendor shall register with the Colorado Secretary of State in accordance with § 7-90-801, C.R.S., and must obtain and maintain a rating of "good standing" status throughout the term of an awarded contract. The link to the Colorado Secretary of State's web site is: www.sos.state.co.us. (See **Sample Model Contract, Exhibit C** for additional information.)

1.28 Federal Employer Identification Number (FEIN).

The Vendor is required to provide its FEIN to indicate its legal business identity. Vendor must complete and submit the form provided by the State, **Attachment 1, Request for Taxpayer Identification Number and Certification (W-9)**.

1.29 Vendor Disclosure Statement.

In compliance with § 24-102-206, C.R.S., Contractor Performance Outside the United States or Colorado, and directed by the Colorado Office of the State Controller (OSC), the Vendor is required to disclose information to the State on where services will be performed. Vendor must complete and submit the **Vendor Disclosure Statement, Attachment 2**.

1.30 Insurance.

An awarded Vendor shall obtain and maintain insurance coverage at all times during the term of a resulting contract. The Vendor must obtain and maintain liability coverages for general, automobile, and workman's compensation, at a minimum and as identified in the Colorado **Sample Model Contract, Exhibit C**. Note: Only the awarded Vendor is required to submit such documents to the State upon request.

1.31 Greening Requirement.

The State respects the environment and desires to do business with Vendors who share this concern. Awarded Vendors agree that reports, catalogs, correspondence, or other submittals will be made on recycled paper and with copying on both sides of the pages. (Recycled paper meaning not less than 50% of the total weight consisting of secondary and post-consumer waste, and not less than 10% total weight consisting of post-consumer waste.) See **Exhibit E, Environmentally Preferable Purchasing Policy** for additional information.

1.32 Public Opening of Proposals:

On the date and time shown in the “Public Opening of Proposals” above, the State Purchasing Office will conduct the public opening at the delivery location identified in **Section 1.5 (Schedule of Activities)** or otherwise amended on BIDS. The Public Opening will disclose only the names of all Vendors who have submitted a proposal in response to the RFP by the closing deadline. Information regarding contents of proposals will be available from the State Purchasing Office following issuance of a “Notice of Intent to Award” letter. Note: Participants will not be admitted earlier than 15 minutes prior to the start of the Public Opening.

Section 2 – Background and Overview

2.1 Background.

The **State Purchasing Office** in the Colorado Department of Personnel & Administration, Division of Finance and Procurement, contracts for vendor goods and services to be provided to Colorado State Agencies, Institutions of Higher Education, Political Subdivisions, eligible Non-profit Organizations, and other authorized entities across the State, border-to-border.

Historically, **maintenance, repairs, and operations supplies and equipment for facilities** through the current awarded price agreements generates over \$11 million in annual spend (see below); which is based on sales reported by contracted Vendors. Additional spend is generated through non-contracted vendors and may account for an additional \$5 million annually. This high-volume customer base enables the State to negotiate exceptional rates and benefits. Any volume information (spend or quantity) provided by the State are estimated figures only and are intended to assist potential Vendors in understanding the scope of the State’s category needs. The State does not obligate itself to any or all quantities indicated.

Goals: Achieve border-to-border coverage of services through a process that enables regional awards and allows regional subcontracting for any or all product categories. It is intended to encourage Colorado businesses to participate and invites all companies this opportunity to submit a proposal.

Current Purchasing Profile: The table below represents the spend in Fiscal Year 2013 for all Ordering Entities that made purchases using the State Price Agreements under the categories of Industrial Supplies and Equipment; Janitorial Supplies; and Disposable Paper, Plastic Liners, and Food Service Supplies. The expenditures reflect past usage and may fluctuate up or down. The State does not guarantee future spending at these levels.

<u>Category</u>	<u>Title</u>	
1	Air Filters and Filter Media	\$ 443,349
2	Hand Tools, Power Tools and Accessories	\$ 160,644
3	Lamps, Ballasts and Fixtures	\$ 1,809,190
4	Electrical	\$ 84,663
5	Heating, Venting, Air Conditioning/Refrigeration (HVAC)	\$ 141,792
6	Plumbing	\$ 34,065
7	Janitorial/Cleaning	\$ 7,000,482
8	General	\$ 762,684
9	Food Service Supplies	\$ 843,915

Totaling \$11,280,784 in annual purchases (discounted sales).

2.2 Overview

The **State Purchasing Office** is requesting proposals from responsible Vendors to establish price agreements for nine (9) categories of **MRO supplies and equipment for facilities** that will fulfill the needs for all eligible Ordering Entities within the State and covering one or more of seven (7) regions. It is the State's business decision to determine if the level of service, categories, and regions warrant an award. As a result of this RFP, the State intends to award multiple "Price Agreement" contracts. A Price Agreement, by its nature, is indefinite in its size and value. It does not determine a specific quantity, time, or place, for the State's ordering practices; it does establish terms and conditions and a list of identified maximum prices for all applicable **MRO supplies and equipment** that are covered under an awarded contract. Ordering Entities will place orders for goods through "Delivery Orders" (i.e. orders, purchase orders, etc.) that are based on the pricing in the Price Agreement's terms and conditions.

The following objectives are intended to be the result of this process: (1) comprehensive, competitively solicited contract offering MRO supplies and equipment, (2) providing services to participating departments and agencies statewide; (3) exceptional customer service; (4) sustainable product offerings and business practices that have minimal environmental impact; (5) the achievement of substantial cost savings in product and administrative/overhead costs through the aggregation of the State's requirements; and (6) a **MRO** supply contract and price structure that is clear, consistent, transparent, and fair.

The State may award all or part of this RFP based on the best interests of the State and reserves the right to award to multiple Vendors. To maximize chances of success in this process, Vendors are encouraged to provide an aggressive response to this RFP.

Section 3 - Statement of Work

An awarded Vendor shall provide goods to eligible Ordering Entities within the terms and conditions as stated below.

3.1 **Minimum Specification for Response.**

Vendor must demonstrate its ability to perform according to the terms of this RFP. Vendors must have **experience for a minimum of two years** in providing these types of commodities. The State may require additional information of the apparent successful Vendors to determine their ability to perform. This information may include, but is not limited to, previous experience of company; years in business; quality and condition of equipment; financial condition; references as to size and scope of work done within the last two (2) years. In its response, the Vendor shall describe its company's experience that meets the qualification of having been in business for at least two (2) years, providing MRO type of goods and related services.

3.2 **Subcontracting/Partnering.**

Subcontracting and/or partnering is allowed so that a Vendor can engage subcontractor(s) to provide goods and services which can expand the service coverage area. If an awarded Vendor engages a subcontractor to provide goods and services to an Ordering Entity, the Vendor is legally liable for its engaged subcontractor. The Vendor is responsible to manage its subcontractor(s) utilized in the performance of a resulting contract and ensure its subcontractor(s) also complies with the terms, conditions, and commitments of an awarded contract. Therefore, the awarded Vendor must establish a formal, written contract with its subcontractor(s). All invoicing for services rendered to an Ordering Entity shall be by the awarded Vendor through its standard invoicing documents and process. Payments for goods purchased shall be made to the awarded Vendor. Compensation by the awarded Vendor to its subcontractor(s) shall be by its internal accounting.

The State reserves the right to disqualify a subcontractor selected by the awarded Vendor, based on the State's past experience with the subcontractor. The Vendor must disclose in writing all subcontractors it intends to engage or does engage for the purpose of providing services to the State. The Vendor shall disclose in its proposal the subcontractor(s) it intends to utilize by company name; address; name, title, and phone number of the primary contact. If awarded a contract, the Vendor is required to send such notification to the State via email within three (3) days of engaging a subcontractor.

3.3 Service Regions.

There are seven (7) regions throughout the State that may receive supplies. A Vendor may submit a proposal for one or more of the seven (7) regions noted below. A Vendor must provide MRO supplies and equipment to ALL counties within a specific region. Vendors are to complete **Tab 1 Regions in Attachment 3, Vendor Response Worksheet.**

- Region 1 - Denver Metro Area
- Region 2 - South Central
- Region 3 - North Central
- Region 4 - West Central
- Region 5 - Northwestern
- Region 6 - Southwestern
- Region 7 - Southeastern.

3.4 Product Categories.

This RFP includes nine (9) product categories within the “umbrella category” of **MRO supplies and equipment for facilities.** A Vendor may submit a proposal for one or more of the nine (9) categories noted below.

<u>Category</u>	<u>Title</u>
1	Air Filters and Filter Media
2	Hand Tools, Power Tools and Accessories
3	Lamps, Ballasts and Fixtures
4	Electrical
5	Heating, Venting, Air Conditioning/Refrigeration (HVAC)
6	Plumbing
7	Janitorial/Cleaning
8	General: Includes batteries and flashlights; fasteners; material handling; motors, pumps and accessories; outdoor gardening supplies and equipment; paint and supplies; pneumatics, hydraulics and accessories; safety supplies; security supplies; testing/measuring instruments; and welding, soldering and accessories.
9	Food Service Supplies.

Products and Equipment: All products and equipment must be provided as new, no remanufactured is allowed. Remanufactured is defined as the process of disassembling products known to be worn, defective or discarded that can be reused or brought up to OEM specification by cleaning, repairing or replacing in a manufacturing environment and then reassembled to sound working condition, and tested; and offered as ready for a second life, performing as new.

3.5 Ordering and Delivery.

Ordering: The State desires to purchase **MRO Supplies and Equipment** through various methods such as via telephone, email, FAX, on-line, or in-store with various delivery options. Vendors shall detail in their proposal how customers will be able to receive contract pricing when making in-store purchases. Vendors are expected to have an established business process to enable Ordering Entities to easily set up an account. Preference may be given for Vendors who can offer the ability to set up and maintain internally hosted catalogs (i.e. list of items and unit pricing) and/or punch-out catalogs. The State has the right to implement catalogs in a phased approach. While Ordering Entities are encouraged to use a Vendor’s electronic or telephonic ordering methods to reduce visits to the Vendor’s stores; the final choice is a business decision by the Ordering Entity. The Vendor is expected to accept payment with procurement cards (credit cards) for orders in addition to other payment methods such as issued checks and/or electronic funds transfers (EFT).

Note: a Vendor is NOT expected to have a store front or warehouse located in Colorado; however, such a facility is considered a “value added” feature. A Vendor is requested to list the number and locations of stores and warehouses it maintains in Colorado; and its employee headcount within Colorado.

Stock and Special Order Products: The State desires to contract Vendors who can satisfy the State’s MRO needs with exceptional, pricing and customer service. Product pricing shall be set for a defined period of time and at “ceiling pricing” for a single unit. Factors such as quantity, frequency of orders, or vendor offered promotions may enable further discounts to pricing and would be negotiated with the Ordering Entity at the time the order is placed.

Stock Products: There shall be no additional cost for delivery, return, or any other services for stock goods.

Special Orders: Special ordered goods may incur additional costs which the Vendor must disclose at the time the order is placed and agreed to by the Ordering Entity.

Return Policy: There will be instances when an Ordering Entity will have to return a product. The Vendor is asked to describe its return policy.

Delivery: Delivery, whether by company vehicle or third party carrier, is expected within 2 business days after receipt of an order for stock items. For special order items, a delivery is expected within seven (7) business days, upon Ordering Entity agreeing to Vendor's notification of expected delivery time. **All delivered orders are freight on board (FOB) destination.**

A variation of delivery methods exists as each Ordering Entity has its own preference. This may include dock or desktop delivery and may include agency reception areas and floors inside State Buildings, or school delivery docks, city government front office, etc. The Vendor shall describe its proposal for a least-cost delivery solution to all locations.

- **Section Recap**: The Vendor is to describe in detail its customer ordering capabilities for optimal customer access and fulfillment for all of the elements above. Vendor is to describe its ability to set up and maintain internally hosted catalogs and/or punch-out catalogs. Describe how customers will be able to receive contract pricing when making in-store purchases. Vendor shall describe its solution for ordering and delivery of stock, special order products, and its return items policy.

3.6 Environmentally Preferable Purchasing.

Vendors are to review the **State's Environmentally Preferable Purchasing (EPP) Policy, Exhibit E**. The Vendor is expected to provide a solution that supports the State's EPP Policy, identifies and provides Green products in addition to its standard inventory. "Green" is determined by third party certification or registration (no self-certification), such as industry accepted entities like Energy Star, LEED, EPA, Green Seal, etc. The Vendor shall describe in detail how its company supports the State's EPP Policy. If applicable, narrate ability to identify comparable Green products when ordering on-line and in-store. Proposals will be evaluated based on Vendor's ability to support the State's EPP Policy.

3.7 Points of Contact and Hours of Operation

Point of Contact – Contract: Vendor will designate a single representative to serve as the central point of contact for the State account. At a minimum, the Vendor's contact person must be available Monday-Friday, 8 a.m. to 5 p.m. (MT). The Vendor shall provide contract representative's name, title, phone number, and email address.

Point of Contact – Services: Vendor will designate a single representative to serve as the central point of contact for day-to-day customer services. This person is responsible for the overall relationship between Vendor (and its subcontractors, if applicable) and the State, and may be involved in high-level activities, such as account reviews. At a minimum, the Vendor's contact person must be available Monday-Friday, 8 a.m. to 5 p.m. (MT). The Vendor shall provide services contact representative's name, title, phone number, and email address.

Hours of Operation: At a minimum, Vendor services are expected to be provided during the following work hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. (Mountain Time). It is preferable the Vendor have a 24 hour a day/ 7 days a week ("24/7") emergency contact number. Answering services, pagers and/or answering machines are not an acceptable means of communication for awarded Vendors. The Vendor shall describe in detail its solution for optimal customer access.

3.8 Transition Plan.

Many Ordering Entities using current price agreements will have to transition from their current accounts to the new Vendors awarded as a result of this RFP. The Vendor shall describe in detail how its company will handle the transition from existing agreements (i.e. new account set-up, transfer of existing accounts, etc.) and how it can assist in making the transition smooth and timely.

3.9 Employee Purchase Program.

This is NOT a mandatory element in the Vendor's proposal. It is a "value added" element. There are programs that enable government employees (state or local) to purchase vendor products at a discounted rate. If offered, Vendor shall describe its program in outline and in detail. Employee qualification and verification are the Vendor's responsibility.

3.10 Value-Added or Optional Programs.

This is NOT a mandatory element in the Vendor's proposal. However, the intent is to enable Vendors to offer other buyer incentives where using that Vendor is advantageous.

If Vendor has any additional benefits/programs to offer the State (i.e. delivery incentives, discount programs, etc.), the Vendor will be asked to describe in detail and outline them. If the Vendor has any additional benefits/programs to offer the State, Vendor shall describe them in outline and detail. Note: pricing or cost discounts/incentives are to be shown in the Cost/Pricing Proposal.

3.11 Administration of Resulting Contract.

Reporting: If awarded a contract, the SPO requires a dollar volume quarterly report that indicates aggregate totals for all the Ordering Entities (i.e. State Agencies, Institutions of Higher Education, Political Subdivisions, and eligible Non-Profits). The reports required are a Summary report with supporting detailed sales information. A sample of a Summary report is attached as **Sample Summary Quarterly Volume Report, Exhibit D**. (See **Sample Model Contract, Exhibit C** for additional information.) Vendor shall describe in detail how it will handle customer accounts for the purpose of collecting the data needed for quarterly reporting of dollar volume for all the Ordering Entities. Vendor is to provide a sample of a report that would meet the reporting needs.

Administrative Fee: The State of Colorado is authorized by statute to collect a fee for the administration of the resulting contract. The administrative fee is one percent (1%) of the total purchases made by all Colorado Ordering Entities. Vendor may adjust the unit pricing listed in its proposal response to include the State's administration fee by adding the fee to the price for the goods that would be billed on its invoice to Ordering Entities (the administrative fee shall not be listed as a separate line item on the invoice.) Any pricing and discount level provided in the Vendor's proposal must include this fee. Payment of the administrative fee is made on a quarterly basis. (See **Sample Model Contract, Exhibit C** for additional information.)

Contract Term: The resulting State awards from this solicitation will be an initial term ending 6/30/2015 and four 1-year renewal options for a maximum term of five (5) years, at the sole discretion of the State.

Confidential and/or Sensitive Information: An awarded Vendor will come into contact with confidential information contained in the records and/or files of the State and Ordering Entities in the performance of its obligations under any resulting contract. Such records and information shall be kept confidential, secure and in compliance with all laws and regulations. The Vendor shall notify its employees that they are subject to the confidentiality requirements before its employee is permitted access to confidential data. The Vendor shall provide and maintain a secure environment that ensures data confidentiality. The confidentiality of all information will be respected and no confidential information shall be distributed or sold to any third party nor used by the Vendor or its assignees and/or retained in any files or otherwise by the Vendor. Disclosure of such information may be cause for legal action and defense of any such action shall be the sole responsibility of the Vendor.

Point of Contact After Award: If awarded a contract, Vendor inquiries regarding the price agreement are to be directed to the Sourcing Specialist at the State Purchasing Office managing the price agreement. Further, questions regarding orders are to be directed to the appropriate Ordering Entity as indicated on orders/purchase orders.

3.12 Cost Proposal – Pricing. (Submit separately from the Technical Proposal portion, refer to **Section 4.3**.) Proposals submitted will be valid for and Market Basket pricing held for the first 12 months of a resulting award. Pricing must include all delivery, shipping, service costs associated with the product, as well as the Administrative Fee addressed in **Section 3.11**. Estimated proposal prices are not acceptable and pricing must be in United States funds. Any costs not included as part of the proposal will be disallowed. Non-Market Basket discount percentages may not decrease in the first 12 month period and not more than 5% during the term of the of the contract.

Price Increases: Vendor may amend pricing once in each 12-month period thereafter the initial term of the contract. Vendor shall request any price increase in writing to the SPO at least 60 days prior to the anticipated increase, and such request shall justify the increase by describing verifiable Vendor cost increases. Such requests shall contain complete documentation, and cost justifications may be based on Producer Price Index, Consumer Price Index, or similar industry pricing guides. Such price changes must be accepted by the SPO and become effective by amendment to the awarded contract.

MSRP Pricing or "List Pricing": MSRP pricing will be identified by the manufacturer's catalog effecting discounts and will establish a baseline of pricing. In the event MSRP pricing is increased it will be held to no more than a 5% increase during a 12-month period and the State reserves the right to accept the change. Exceptions to MSRP price increases may be considered due to extraordinary events or force majeure.

Price Decreases: Vendor shall pass any price decreases immediately on to Ordering Entities.

Vendor Discount Structure and Market Baskets Pricing. Currently, the State has many separate contracts for **MRO Supplies and Equipment**. The goal is to address Ordering Entity needs with focused lists of Market Basket items for each category, which represent the most cost-effective and highest use items. For needs beyond the Market Basket, the State expects a highly competitive net price utilizing a discount from Vendor's List Price on all the different product categories in its proposal.

Non-Market Basket Discount Structure: In addition to the Market Basket, the Vendor must provide a discount structure reflecting its discount off List Price percentage for each category for non-market basket items. The Vendor shall identify the discount for items that are not included in the Market Basket but are offered by the Vendor for other items within that category. Pricing must include all delivery, shipping, service, and administrative costs associated with the product. (Vendor to complete **Tab 3, Non-Market Basket Discounts in Attachment 3.**)

Market Basket Pricing. The Vendor shall complete the **Market Baskets by Category in Attachment 3, Vendor Response Worksheet** for those categories the Vendor will provide supplies and equipment.

Each Market Basket represents an item makeup representative of past usage and item preference for that category. Market Baskets include our best estimate of the highest use and most essential items. The included products represent a viable set of standardized products which should account for a high percentage of spend. Any brand name items in the Market Baskets may be substituted with items equal to or better than the item listed. Vendors are required to individually price Market Basket items in this RFP. In order to be considered responsive, a Vendor must provide pricing for one or multiple Market Baskets. The Vendor must also provide the discount off List Price percentage that the price represents for each item in the Market Basket. Pricing must include all delivery, shipping, service, and administrative costs associated with the product.

Vendor must provide pricing for at least 50% of the items on the Market Basket (MB), and discount percentages for 100% of the items on the Non-Market Basket (Non-MB) in one category or multiple categories to be considered complete and responsive. Margin floor responses are not allowed. For this RFP, Vendors are required to individually price Market Basket items and show the percentage of discount off list pricing for each Non-Market Basket category. Products to be submitted at a minimum of "good" quality level; however, Vendor may submit offered items at "better" and "best" levels of quality with an explanation on the merits of the offering. Products may be submitted as Vendor's "house brand" with an explanation of the merits of the offering. Note: the use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and does not limit or restrict competition. Product equivalency is at the sole determination of the State. Vendors may provide an alternative manufacturer and SKU number equal to or better than product shown in the Market Basket. Pricing must include all delivery, shipping, service, and administrative costs associated with the product.

Vendors will propose supplies in the unit(s) of measure indicated on the Market Basket worksheet. If a minimum order quantity is required, respond in the appropriate column (i.e. requested price is "EACH", though product is ordered in case quantities.)

Section 4 - Format & Proposal Instructions

4.1 Submission General Instructions.

Vendors are encouraged to respond in detail to the scope of work in **Section 3**, work related in **Section 2 (Background and Overview)**, and to the inquiries in this **Section 4**. It is the Vendor's responsibility to deliver its proposal on or before the RFP's closing date and time indicated in the **Section 1.5 (Schedule of Activities)** or otherwise modified on BIDS, regardless of the delivery method used. Late proposals will not be accepted. Vendors are cautioned that daily mail may not be received prior to 3:00 p.m.; therefore, if proposal is not hand delivered, Vendor is to ensure proposal is received by mail or delivery service the prior day. Faxed and telephone bids are not accepted. Vendor will assume full responsibility for any costs related to this bid including but not limited to express delivery, parcel post, packing, cartage, insurance, license fee permits or cost of bonds.

Submit one (1) original and five (5) copies of the proposal for a total of 6 hardcopy sets, and an electronic copy (CD/thumb drive) in PDF format for the technical proposal (as a PDF file) and the **Attachment 3, Vendor Response Worksheet** which includes its cost component. Clearly mark the original "ORIGINAL" and the copy sets as "COPY 1, 2, 3, etc."

Vendor must segregate the Technical component from the Cost/Pricing component of its proposal. (Note: electronic copy also has the technical proposal file separate from cost proposal file.)

The State encourages submitting proposals in 3-ring binders, spiral bound, or book bound. Note: binder clipped, rubber banded, or loose paged proposals will not be considered responsive.

The proposal must be signed in ink, preferable in blue ink, by an officer of the Vendor who is legally authorized to bind the Vendor to the proposal. A proposal signature page has been provided (page 1 of this RFP).

Proposals must be submitted and sealed in a package containing both the technical and cost proposals, preferably in one package with an appropriate label affixed. The label must show the following information:

Vendor's Name
RFP-CM-14-003 MRO
Proposal Due Date and Time
Vendor's Email Address

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

State Purchasing Office
Attention: Cheri Miller
RFP-CM-14-003 MRO
1525 Sherman Street, 3rd Floor
Denver, Colorado 80203

Proposals that are determined to be at a variance with these requirements may not be accepted.

4.2 Page Limit and Font Limits.

Unnecessarily elaborate proposals are not desired. Font size for basic narrative descriptions must be no smaller than 10 point font (Arial, Courier, or Times Roman fonts are preferable). Indexes, tables of contents, lists of figures/tables, and glossary of terms will not be counted toward the overall page count. Allowance will be made for tabular or graphical presentations and screen prints, whether incorporated in the text of the technical description or attached as separate exhibits. Textual explanations of screen prints or graphic materials, standard commercial brochures or descriptions, or other standard product documentation that are attached in appendices or exhibits will not be counted against page limitation. However, evaluators cannot be expected to comprehend all material in exhibits whose content and relevance to the proposal description are not clearly integrated into the technical discussion. Proposals shall include the following information and not exceed 30 pages total (15 pages, double sided), excluding attachments and samples. The technical proposal must be paginated.

The State 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.

4.3 Response Format.

Technical Proposal: The Technical Proposal (a complement to the cost/pricing component) is separate from the Cost Proposal. Responses to the requirements below will be evaluated as part of the technical proposal. Vendor shall include responses to **RFP Section 2 and Section 3.**

4.3.1 Administrative Documents

- Signed **RFP Response Cover page** (page 1 of this RFP)
- Completed **W-9, Attachment 1**
- Completed **Vendor Disclosure Statement (OSC), Attachment 2**
- **Colorado Secretary of State's certificate of good standing**
- Table of Contents

4.3.2 Executive Summary. (Page limit – 1 page, single side.)

Condense and highlight the contents of the proposal. The summary is to provide the reader with an overall understanding of the proposal and Vendor's approach. List the numbers and locations of stores and warehouses in the Colorado, and employee headcount within Colorado.

4.3.3 Technical Value Added Responses:

- A. Describe how you will address the individual tasks set forth in **Section 3** (paragraphs 3.1 through 3.11).
- B. Vendor completes and submits **Attachment 3, Vendor Response Worksheet** for selection of the Regions and Categories the Vendor intends to provide services.

4.3.4 Cost Proposal: Discounts and Market Basket Pricing (Section 3.12)

- A. **Non-Market Discount Structure:** Vendor completes and submits for the Non-Market Basket categories in **Attachment 3, Vendor Response Worksheet** indicating the categories the Vendor intends to provide supplies and equipment.
- B. **Market Basket Pricing:** Vendor completes and submits the **pricing information in each Market Basket by Category in Attachment 3, Vendor Response Worksheet** for each of the categories the Vendor intends to provide supplies and equipment.
- C. **Additional Discounts/Cost Incentives:** If Vendor has any additional cost related benefits/programs to offer the State, outline and describe them in detail in its response.

Section 5 - Evaluation and Award Selection Process

5.1 Evaluation Process.

A comprehensive, fair and impartial evaluation of each proposal received will be conducted, in accordance with the State Procurement Code (§ 24-103-203, C.R.S.) and the related State Procurement Rules. The evaluation committee will judge the merits of the proposals received in accordance with the evaluation criteria stated in the RFP (see following). The sole objective of the evaluation committee is to recommend the Vendor(s) whose proposal(s) is/are most responsive to the State of Colorado's needs, cost and other factors duly considered.

5.2 Evaluation Factors.

The evaluation factors, in decreasing order of importance are:

- Cost/Price proposal, including:
 - Pricing most responsive to the State of Colorado's needs while also being the most cost effective within available resources; and
- Technical proposal, including:
 - Soundness of Vendor's approach to the Statement of Work defined in **Section 3,**
 - How well the proposed approach reflects an understanding of and compatibility with Colorado's decentralized administrative and statewide procurement structure; and

- **Contract Terms Compliance:**
The extent to which Vendor agrees to Colorado's basic contract terms and required Special Provisions, without seeking exceptions. Note: Compliance to the terms and conditions is critical due to the restriction of time for the contract formation.

5.3 Award Methodology

The merits of proposals received will be evaluated in accordance with the evaluation factors stated in this RFP. The proposal(s) identified as most advantageous to the State will be awarded a contract. While numeric evaluations may be used in some aspects of the process to identify strengths and weaknesses of proposals, the final decision will be a business decision and not based on a numerical score. A Decision Memorandum will document the basis for the award decision. The State Purchasing Office will post the "Notice of Intent to Award" on BIDS.

The State reserves the right to make awards based on initial proposals, so Vendors are encouraged to submit their most favorable proposal at the time established for receipt of proposals. Vendors not meeting the requirements identified in the RFP shall be ineligible for further consideration. The State may conduct discussions with Vendors for the purpose of promoting understanding of the State's requirements and the Vendor's proposal, to clarify requirements, including, but not limited to best and final offer (BAFO). Clarifications or BAFO's to proposals, if permitted, shall be requested in writing from Vendors and responses by the Vendor submitted in writing by a specific deadline identified in the State's request for information.

The Vendor is responsible to provide requested information. Failure of the Vendor to provide any information requested in this RFP may result in disqualification of the proposal.

The apparently successful Vendor(s) may be required to submit an audited financial statement for the most current reported period and a reasonable number of previous years (in order of preference), in order to assist the State in making its determination of Vendor responsibility in accordance with § 24-103-401, C.R.S. Such audited financial statements shall have been reviewed by a certified public accountant, a third-party prepared financial statement if an audited or reviewed statement is not available, or another financial statement prepared in the routine course of the Vendor's business; and such documents are provided by Vendor to the State at no cost to the State.

Section 6 - Definition of Terms

Awarded Offeror/Vendor: "Awarded Offeror" means the Vendor whose proposal the State determines to be most advantageous considering the factors set forth in **Section 4** and whose proposal(s) is approved and accepted by the State which enables the State to undertake a contract with the Offeror for the purchase of the services and/or goods.

Bid: Technically, an offer in response to a traditional price-based solicitation. "Bid" is often used more generally to mean any type of procurement or contracting offer, sometimes having the same meaning as "proposal" (which is an offer in response to a solicitation).

Bidder: Technically, any organization or individual submitting a bid/proposal in response to a traditional price-based solicitation. "Bidder" is often used more generally to mean any organization or individual submitting an offer or "bid" in response to any type of procurement solicitation. Same as "Offeror" or "Vendor".

BIDS or ColoradoBIDS: The State of Colorado's Bid Information and Distribution System web site, located at: www.colorado.gov/bids . All solicitations published by State agencies and institutions are published on BIDS. All Bidders/Offerors/Vendors wishing to respond to a solicitation (including this RFP) must be registered with BIDS by the time this RFP closes.

C.R.S.: Colorado Revised Statutes and as amended.

Eligible Non-profit Organization: Pursuant to Colorado Revised Statutes § 24-110-101 et. seq. and the Colorado State Procurement Rules, a Non-profit Organization ("Non-Profit" or "NP"), may be eligible to utilize Colorado State Price Agreements for services and/or commodities issued by the Colorado State Purchasing Office (SPO).

A Non-profit Organization must be a registered entity with the Colorado Secretary of State and in “Good Standing”; must maintain a tax exempt status under 26 U.S.C. Sec. 501 (c) (3) with the Internal Revenue Service; and it must receive local, state or federal government funds (not as payment for goods or services). The entity must first have applied for and been assigned a “NP” User Number by the Colorado State Purchasing Office that gives the NP authorization to utilize Colorado State Price Agreements. In order to maintain current User status, the NP must reapply on an annual basis. At the time an order is placed with a State Price Agreement Vendor, the Non-Profit must provide a copy of its current letter issued by the SPO.

Offeror: Technically, any organization or individual submitting a bid/proposal in response to a traditional price-based solicitation. "Offeror" is often used more generally to mean any organization or individual submitting an offer in response to any type of procurement solicitation. Same as “Bidder”.

Ordering Entity: The following entities (Ordering Entity) are permitted to purchase from Colorado State Price Agreements: Colorado State Agencies/Departments, Colorado Institutions of Higher Education, Colorado Political Subdivisions, and eligible Non-Profit Organizations. Other entities (including cooperatives) authorized by an individual State’s statutes to use Colorado State contracts as subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participating are solely within the authority of the State Chief Procurement Official..

Order or Purchase Order: An “order” or “purchase order” is the document that an Ordering Entity issues to the vendor as is its obligation or commitment voucher to purchase the commodity and/or service.

Political Subdivisions: These entities include Colorado cities, towns, counties, and other special districts (such as school, fire, water, transportation, etc.) or units of local government.

Proposal: A Vendor’s offer submitted in response to a solicitation. Sometimes used interchangeably with the terms "bid," "offer," or "response."

Request for Proposal (RFP): A procurement solicitation that seeks offers from organizations or individuals to perform the scope of work defined in the RFP, in accordance with the terms listed in the RFP. An RFP is issued with the intent of selecting the most advantageous proposal, making an award to that Vendor, and entering into a contract. Award selection is based on multiple factors, cost being one and where cost may not be the critical factor.

Service Disabled Veteran Owned Small Business: A business that is incorporated or organized in the State of Colorado or that maintains a place of business or office in the State and is officially registered as a Service Disabled Veteran Owned Small Business by the Center for Veterans Enterprise within the United States Department of Veteran Affairs (US DOVA) (www.vetbiz.gov). Vendor claiming such status must identify itself and submit documentation of its certification from the US DOVA with its response to a solicitation

Solicitation: A document issued by a prospective buyer that requests competitive offers from organizations or individuals to sell the goods and/or services 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 State of Colorado agencies include: Requests for Proposals (RFP), Invitations for Bids (RFP), and Requests for Documented Quotes (DQ).

State: The State of Colorado, State Purchasing Office (SPO) which is Colorado purchasing department that directs the procurement policies and procedures for State agencies. When an agency does not have a purchasing director, the SPO assumes the responsibility for RFP level solicitations.

Subcontractor: A vendor selected by the Vendor that enters into a contractual relationship with the primary Vendor to carry out the project as a result of the solicitation.

Vendor: Any organization or individual that seeks to provide, or is already providing, goods or services. Often synonymous with “selected, successful, or awarded Offeror” or “Bidder”.

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