COLORADO
Department of Corrections

DIVISION OF CANTEEN SERVICES

TITLE: OFFENDER COMMUNICATIONS

Invitation to Negotiate (ITN)
ITN CFCA #2022000005

Date Issued: 01/20/2022
Modified 03/11/2022

TABLE OF CONTENTS

I. ADMINISTRATIVE INFORMATION 3

II. BACKGROUND, OVERVIEW AND GOALS 7

III. PROBLEM STATEMENT/SCOPE OF WORK 7

IV. VENDOR RESPONSE FORMAT 8

V. EVALUATION AND AWARD 13

VI. VENDOR RESPONSE SIGNATURE PAGE 17

ATTACHMENT 1: STATEMENT OF WORK 18

ATTACHMENT 2: VENDOR CHECKLIST 18

ATTACHMENT 3: OCS SOW EQUIPMENT_SOFTWARE_INVENTORY & RATE PROPOSALS 18

ATTACHMENT 4. VENDOR DISCLOSURE STATEMENT 18

ATTACHMENT 5: W-9 18

ATTACHMENT 6: CONTRACT TEMPLATE 18

ATTACHMENT 7: DATA SHARING AGREEMENT TEMPLATE 18

ATTACHMENT 8: MANDATORY SITE VISIT INFORMATION FORM 18

ATTACHMENT 9: CONSENT TO SEARCH FORM 18

ATTACHMENT 10: CERTIFICATION OF COVID-19 VACCINATION PHO FORM 18

REST OF PAGE INTENTIONALLY LEFT BLANK

I. ADMINISTRATIVE INFORMATION

A. ISSUING OFFICE

This Invitation to Negotiate (ITN) is issued by the Colorado Department of Corrections Canteen Services (Division). The CDOC is soliciting competitive, responsive proposals from experienced and financially sound organizations to provide a variety of communication services. It is the Division of Canteen Services objective to provide offender communication through the use of telephones, tablets, video visitation kiosks and TTY. The funds that are used for these services come from Offender's personal trust fund accounts, offender families and friends, and are not funded in part or in whole by the State. The Department is looking for a more comprehensive approach to offender communication with exceptional customer service with reduced offender recidivism in mind.

B. STATE POINT OF CONTACT (STATE POC)

The ***sole*** State point of contact (State POC) concerning this ITN is:

Holly Hammel
Associate Director of Procurement
275 W. Hwy 50
Canon City, CO 81212
719-429-1724
holly.hammel@state.co.us

All official communication must be done through the State POC.

C. PURPOSE

The purpose of the ITN is to leverage technology to expand our offender communication services.

D. ITN OVERVIEW AND AUTHORITY

This ITN is issued pursuant to, and subject to the State of Colorado Procurement Code (§24-101-101 through §24-112-101, CRS) and its enabling Procurement Rules, 1 CCR 101-9. The Procurement Code and Rules are available for viewing here: https://www.colorado.gov/pacific/osc/procurement-resources. Any conflict between the information in this ITN and the Procurement Code or Procurement Rules will be resolved in favor of the applicable provision of the Procurement Code or Procurement Rules.

For more information on the ITN solicitation process, reference https://www.colorado.gov/pacific/osc/procurement-training-0, and click "Resources" under "Vendor Training"

Unless otherwise specified elsewhere in this ITN, any definitions in this ITN are supplemental to the definitions in the Procurement Code and Rules. In the event of a conflict of terms, the order of precedence will be the Colorado Revised Statutes, the Procurement Rules, the Personal Services Draft Contract, and finally this ITN.

E. ELECTRONIC PROCUREMENT SYSTEM (EPS)

The State posts solicitations on an electronic procurement system (EPS). Vendors who have an interest may submit a response in accordance with the terms of the ITN.

ColoradoVSS (https://www.colorado.gov/VSS)
Help Desk at 303-866-6464 for further assistance

Vendors can self-register for this system free of charge, or may click on "Public Access" at the EPS site to view solicitation documents and modifications without registering. Vendors are highly encouraged but not required to register prior to, or at the time they submit their response. The State strongly recommends that interested Vendors check the EPS on a regular basis throughout this solicitation process.

F. SCHEDULE OF ACTIVITIES

Activity	**Date**
Publish ITN	January 20, 2022
Mandatory site visit for those Vendors bidding on:	Date: February 11, 2022 See Attachment 8 for information
Deadline for submitting inquiries - Modified	Date: March 7, 2022 Time: 5:00 PM (MT)
Inquiry Responses Due	Date: March 17, 2022 Time: 5:00 PM (MT)
Response Submission Due	Date: April 7, 2022 Time: 2:00 PM (MT) The State will not accept late responses.
Public opening of responses	Date: April 7, 2022 Time: 4:00 PM (MT) Virtual opening
Determination of competitive range (estimated)	April 25, 2022
Negotiations may commence with Vendor(s) in competitive range (estimated)	May 9, 2022
Notice of intent to award (estimated)	TBD
Contract start date (estimated)	TBD
Anticipated contract performance period (estimated)	*TBD*

G. MANDATORY SITE VISIT

Due to the complexity of this project, Site Visits will be required and scheduled at three or more predetermined facilities located in Canon City, Colorado, listed in the Statement of Work. Please see and follow instructions given in **Attachment 8** which is provided with contact information and additional instructions. Exact locations will be provided upon request.

H. VENDOR INQUIRIES

Vendors may make written inquiries (via email) concerning this ITN to obtain clarification of requirements. The State may not accept inquiries after the date and time indicated in the Schedule of Activities. Send all inquiries to the State POC email identified above. Inquiries must be clearly marked with the ITN number and title. Where appropriate, inquiries should include references to any relevant section/paragraph of the ITN.

The State will publish responses to Vendors' inquiries collectively, in a timely manner, as a modification on the EPS. Vendors are responsible for monitoring Colorado VSS for such publication(s). Vendors shall not rely on any verbal statements that alter any specification or other term or condition of the ITN. Such changes are valid only if provided in writing by the State POC.

I. CONTRACT TERM

Unless otherwise negotiated, the estimated contract base period will be from 07/01/2022 - 06/30/2023, with nine twelve (12) month optional extension periods, in the State's sole discretion.

J. MODIFICATIONS AND/OR SUPPLEMENTAL INFORMATION TO THE ITN

The State will publish any modifications, amendments or supplemental information to the ITN on the EPS. In the event that it becomes necessary to revise any part of this ITN, the State will post a modification notice on the EPS.

It is the Vendors' sole responsibility to check the EPS on a regular basis, prior to the response submission deadline, as this is the primary means for communicating any clarifications or changes to ITN content, timeline and/or requirements.

After the deadline for submission of a response to the ITN and during evaluation, all official communications are through the State POC.

K. MODIFICATIONS OR WITHDRAWAL OF RESPONSES

A Vendor may modify or withdraw its response by written notice to the State POC prior to the established response submission deadline. Withdrawal of a Vendor's response following the response submission deadline and prior to award may be allowed, in the State's discretion. Withdrawal of a Vendor's response after award is not allowed. Reference Procurement Rules R-24-103-201-08 and R-24-103-201-09.

L. MISTAKES AND MINOR INFORMALITIES IN VENDOR RESPONSES

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

M. VENDOR ACCEPTANCE OF ITN TERMS/VENDOR RESPONSE CONTENT

A Vendor response to this ITN shall constitute a binding offer. The autographic signature of the Vendor shall indicate acknowledgment of this condition. Signature shall be that of a person legally authorized to execute contractual obligations. An Offeror shall clearly identify any variation between its Proposal and the State's ITN requirements. The response, including pricing, shall allow for a minimum of 180 calendar days for acceptance by the State, unless otherwise specified in this ITN. Reference Procurement Rule R- 24-103-201-11(d). It is acceptable for a Vendor to offer a longer term.

The contents of the response of the successful Vendor will become contractual obligations if acquisition action ensues. Failure of the successful Vendor to accept these obligations in a contract, purchase order, or similar authorized commitment voucher may result in cancellation of the award to that Vendor.

N. ITN RESPONSE MATERIAL OWNERSHIP

All material submitted regarding this ITN becomes the property of the State.

O. INCURRING COSTS

Vendors are solely responsible for all costs incurred as a result of responding to the ITN, to include participation in presentations or negotiations.

P. CONFIDENTIALITY OF ITN PROCESS

Following the ITN response submission deadline, individuals/entities may request from the State POC a list of the names of the responding Vendors. All other information related to the ITN evaluation/negotiation/award process will remain confidential until award.

Following the notice of intent to award, all Vendor responses 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 §24-72-201 et seq., CRS, as amended, Public (Open) Records.

Q. ITN CANCELLATION/REJECTION OF VENDOR RESPONSE(S)

The State may cancel this ITN, or any or all responses may be rejected in whole or in part, without penalty, at any time before a contract is executed, when it is in 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 ITN or reject response(s) shall remain confidential for the lesser of six months or until the contract at issue is awarded by the State. Reference Procurement Rule R-24-101-401-05.

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

R. NEWS RELEASES AND ANNOUNCEMENTS

Vendors shall not issue any news releases, communications or announcements of any kind pertaining to this ITN, Vendor responses or award without prior written approval by the State.

S. PROTESTED SOLICITATIONS AND AWARDS

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 writing, within ten (10) business days after such aggrieved person knows, or should have known, of the facts giving rise thereto. Reference §24-109-102, CRS, as amended, and Procurement Rule R-24-109-102-01, et seq.

Procurement Official:
Holly Hammel
PO Box 1010
Canon City, CO 81226
719-429-1724
holly.hammel@state.co.us

II. BACKGROUND, OVERVIEW AND GOALS

A. BACKGROUND

Division of Canteen Services – Within the Colorado Department of Corrections, there are currently 20 state and two (2) privately-owned facilities with a total capacity of 16,339 Offenders. The Department currently provides offender communication through the use of telephones, tablets, video visitation kiosks and TTY. With regard to the tablets, currently the tablets not only provide a communication medium but also provide entertainment options such as music, games and movies. The funds that are used for these services come from Offender's personal trust fund accounts and offender families and friends and are not funded in part or in whole by the State. The current service provider supplies all hardware, infrastructure, software, technical support and maintenance for the system. In addition, there are currently 11 State Employees who provide on-site administrative and technical support on behalf of the service provider. These 11 positions are funded through a cost recovery fee from the service provider. The Department is looking for a more comprehensive approach to offender communication with exceptional customer service and reduced offender recidivism in mind.

III. PROBLEM STATEMENT/SCOPE OF WORK

See **Attachment 1**, Statement of Work (SOW), Offender Communication. The SOW will be incorporated into the contract resulting from this ITN.

IV. VENDOR RESPONSE FORMAT

A. RESPONSE SUBMISSION DEADLINE

i. Response Submission Deadline: See Schedule of Activities, §1.F above.

ii. Offeror's Response Instructions: See instructions in the **SOW**, **Section 35**.

B. TIMELINESS OF RESPONSE SUBMISSION

Responses 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 R-24-103-201-10.

The responsibility for ensuring that a Vendor's response is received on time rests with the Vendor. Reasonably foreseeable problems inherent in the delivery of responses are not extraordinary circumstances permitting acceptance of late responses. Vendors mailing their responses shall allow sufficient mail delivery time to ensure receipt of their responses by the date and time specified. A postmark is not sufficient for timely submission.

C. VENDOR INFORMATION/PARENT COMPANY

The Vendor response must include a valid tax identification number for the Vendor. The Vendor must be a legal entity with the legal right to contract in the State of Colorado. If a Vendor is owned or controlled by a parent company, the response must also identify the name, main office address, and tax identification number of the parent company. The tax identification number provided with the Vendor's signature must be that of the Vendor responding to this ITN.

D. GENERAL INFORMATION FOR ITN RESPONSE

Vendors are encouraged to review the ITN and related attachments in its entirety to assure understanding of and compliance with requirements that may be included in these documents.

To facilitate evaluation of responses, a response should be thorough yet brief. A response should address the requirements set forth in the ITN and should provide sufficient details to allow the committee(s) to determine whether the response evidences:

i. Understanding of the State's needs, requirements and contracting terms and conditions; and
ii. Ability to meet the State's needs, including the experience and resources necessary to carry out the work towards meeting the State's needs; and
iii. Costs that are reasonable and consistent with the industry.

E. VENDOR RESPONSE SIGNATURE PAGE

The Vendor must submit a completed and signed signature page. By its signature, Vendor agrees to be bound by its response and the provisions set forth in this ITN and certifies it is in compliance with requirements set forth in the ITN.

i. Administrative Documents
   a. Completed and signed ITN Vendor Response Signature Page

b. Completed W-9 (Attachment 5)
c. Completed Vendor Disclosure Statement (OSC) (Attachment 4)
d. Colorado Secretary of State's Certificate of Good Standing

F. VENDOR REQUESTS FOR CONFIDENTIALITY

The State of Colorado is subject to the requirements of §24-72-201, CRS, et seq., Public (Open) Records.

A Vendor may submit, as a part of its response, a written request for classification of certain portions of the response as a trade secret or other confidential or proprietary information. Material for which the Vendor is requesting confidentiality shall be readily identifiable and separable from other portions of the ITN response to facilitate public inspection of the non-confidential portion of the response. Commingling of confidential and non-confidential information is not acceptable. Neither response price information nor any information that will be included in a resulting contract will be considered confidential.

The Vendor must include the rationale for any request to classify portions as a trade secret or confidential or proprietary, including references to the authority that allows for such treatment.

In no event shall an entire response be classified as confidential. The procurement official or his or her designee shall determine if the information identified in the Vendor's request is exempt from disclosure in accordance with section 24-72-204, CRS, and shall inform the Vendor in writing of his or her determination. If the Vendor does not agree with the determination, the Vendor may protest the determination in accordance with article 109 of the code. Reference Procurement Rule R-24-101-401-03.

Any additional Vendor information which may be part of the evaluation/negotiation process and for which a Vendor claims confidentiality is subject to the same requirements and process identified above.

G. RESPONSE SUBMISSION

Response submission Deadline: See Schedule of Activities, Section F.

Response package to be sent by email to: ITN_CFC.qgmmqws34vlm78ak@u.box.com

Public Virtual Opening April 4: Contact the Procurement contact in I B. to receive Meeting ID if you plan to attend.

In order to submit your ITN proposal, please send an email to the email address located below that contains your ITN proposal as a zip folder. For this ITN, Proposals will be accepted using an online submission application. To use this application, please send an email to: ITN_CFC.qgmmqws34vlm78ak@u.box.com, **Please note the following**:

i. The subject line and the body of the email are not uploaded into the online submission application. Only email attachments are uploaded. Should any Offeror wish to ask a question or make a comment regarding the Solicitation, Offerors should send a separate email to holly.hammel@state.co.us.

ii. Offerors should submit zip files that contain all required Proposal submission documents. The documents must be segregated into folders per the instructions in

Section 35 of the SOW. The zip file name should include the following title: **ITN-CFCA-#2022000005-Offender Communication**, and the Offeror's name.

iii. The Solicitation submission application typically uploads Proposals with five minutes. Offerors are advised to submit Proposals no later than one hour prior to the Solicitation deadline to ensure the Proposal has been received.

iv. The application sends an email confirmation if the Proposal was uploaded correctly. It is the Offeror's responsibility to ensure that they upload their Proposal correctly and that they receive confirmation of the upload.

v. Please do not encrypt your email. The e-submission program automatically encrypts attachments and any additional encryption may result in failure to upload the Proposal.

vi. The Solicitation submission application is only for Proposal submission. All inquiries, questions, comments, or concerns should be submitted to the point of contact via email and through Solicitation submission application. In addition, Offeror's should not carbon copy (cc) the ITN point of contact, or any other State personnel on the email submission.

H. PRICING:

Estimated prices in a Vendor's response are not acceptable unless otherwise permitted in the ITN. The State may consider response prices as a Vendor's best and final offer, unless otherwise stated in the ITN or further negotiated. The State will consider price in determining the competitive range and the apparent successful Vendor.

Vendors are required to complete the OCS SOW Equipment_Software_Inventory & Rate Proposal sheet in its entirety. In addition, Vendors are required to provide firm, fixed price for the goods and services identified in the ITN. The pricing information submitted by the Vendor must describe in detail all cost terms that the State may incorporate into any contract awarded under this ITN.

i. The State reserves the right to negotiate price increases unless mandated by the FCC.

I. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By its signature on the Vendor Response Signature Page (section VI of this ITN), the Vendor certifies that the prices and other terms in the response have been arrived at independently without any consultation, communication, agreement with, or knowledge of the contents of the response by, any other competing Vendors, and in the case of a joint response each party thereto certifies as to its own organization. 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 Vendors. 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 response for restricting competition. Reference §6-4-101, CRS, et seq., (Colorado Antitrust Act of 1992) as amended.

J. MULTIPLE OR ALTERNATE RESPONSES

Vendors may submit a proposal for any or all of the categories listed in the SOW, but may not submit for less than one entire category. Vendors must clearly identify in their proposal the category or categories, the section number(s) and geographic location for which they are proposing.

In the event a Vendor provides multiple or alternate responses, each response must be submitted separately and distinctly to permit independent review based on the individual response. Further, any Vendor submitting multiple or alternate responses must expressly identify their preferred or primary response.

K. MODIFICATIONS TO STATE CONTRACT

The State's draft contract is included as an attachment to this ITN. Reference **Attachment 6,** State of Colorado Contract.

If a Vendor has any suggested modifications to the contract, the Vendor must include and clearly indicate such modifications in its response. Vendors, if you do offer suggested modifications, the decision to reject, accept, or further negotiate requested changes would be at the State's discretion. If a Vendor normally seeks counsel on contract terms, do so before submitting a response to this ITN.

Vendors are discouraged from submitting mandatory deviations from the State's contract language. In the event such Vendor requests violate State law, regulation, or policy, or would otherwise not be justifiable as being in the best interest of the State, the State may make a determination that a response is no longer reasonably susceptible of award and Vendor's response may be eliminated from the evaluation or competitive range.

L. CONTRACT PERFORMANCE OUTSIDE COLORADO OR THE UNITED STATES

The Vendor, in its response, shall disclose in writing whether it anticipates subcontracting any services under the contract, where such subcontracted services will be performed, including any subcontracts, and whether any services or subcontracted services under the contract or any subcontracts are anticipated to be performed outside the United States or the state of Colorado. The Vendor shall include the reason(s) why it is necessary or advantageous to go outside the United States or Colorado to perform the contract or any subcontracts. This is a continuing requirement for the Vendors for the duration of the ITN process. A disclosure form is available for Vendor completion. Reference "Keep Jobs in Colorado - Vendor Reporting to Governmental Body – Form" at: Vendor Disclosure & Notification - Non-Construction

M. VENDOR CAPABILITY AND FINANCIAL INFORMATION

See Vendor Response Instructions **(Attachment 2)**

N. VENDOR DISCLOSURE REQUIREMENTS

i. Disclose whether the Vendor, any general partner or joint venture of the Vendor, or any proposed subcontractor has failed to complete a similar project within the past five (5) years. If so, list the date of commencement of the project and the entity for which the project was to be performed, and explain why the project was not completed.

ii. For contracts or work in the last seven (7) years, list all existing and potential material lawsuits, legal, administrative or audit proceedings, governmental investigations, criminal actions or law enforcement activities relating to your company any of your affiliates, including any proceedings to which your company, affiliates, or any of respective officers, directors, or employees, is a named party. Include the status and details of any final action or resolution.

iii. Describe any insurance claims submissions for errors and omissions, fiduciary liability and/or fidelity bond insurance coverage for the past two years.

O. DEBARMENT AND SUSPENSION

The Vendor shall disclose in its response, to the best of its knowledge and belief whether it, its principals and any proposed subcontractors:

i. Are presently debarred, suspended, proposed for disbarment, or declared ineligible;

ii. Any convictions or civil judgments rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

iii. Are presently under investigation for, indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the previous bulleted item; and

iv. Have within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Failure of a Vendor to disclose any information in this section may result in the State's determination that the Vendor is not reasonably susceptible of award.

P. CONFLICTS OF INTEREST/ETHICS

The Vendor must disclose in its response any potential or actual conflict of interest in connection with a response to this ITN. A conflict of interest may include, but is not limited to, access to any non-public information by the Vendor regarding the ITN or its subject matter, or by any of the Vendor's employees, contractors, or agents, including any individual who may have had access to non-public information in a prior capacity before entering into a relationship with the Vendor.

The Vendor acknowledges that even the appearance of a conflict of interest may be harmful to the State's interests. The Vendor shall disclose in its response whether there currently are, or potentially could be, the appearance of a conflict of interest regarding this ITN, its response, its staff, any proposed subcontractors or partners, any related business with the State.

Requirements set forth in this section are continuing requirements through the solicitation process and, for the awarded Vendor, the contract term, including any extensions. Reference §24-18-201, CRS, et seq. (Proscribed Acts Related to Contracts and Claims); §24-50-507, CRS (Conflict of Interest); §18-8-301, CRS, et seq. (Bribery and Corrupt Influence); §18-8-401, CRS, et seq. (Abuse of Public Office); §6-4-101, CRS, et seq., (Colorado Antitrust Act of 1992); §24-109-105, CRS (Debarment and Suspension); and Procurement Rule R-24-101-107-01 (Ethics).

The State reserves the right to determine a Vendor's responsibility based on factors such as financial, material, personnel resources and expertise; satisfactory record of performance; satisfactory record of integrity; and status of debarment. Reference §24-103-401 CRS.

V. EVALUATION AND AWARD

A. OVERVIEW

The State will conduct a fair and equitable evaluation of the Vendor responses to this ITN. Evaluation and negotiation processes for this ITN shall be conducted in accordance with the State of Colorado Procurement Code and Rules.

It is the Vendor's responsibility to assure all required materials are included with the response. Failure of a Vendor to provide required information and/or failure to follow the response format for this ITN may result in reduced scoring and/or exclusion from the competitive range of Vendor responses reasonably susceptible of receiving an award.

Each category (Sections) will be evaluated separately by the Evaluation Committee. Committee members will score each category independently of the others, and will make awards in the best interest of the Department.

B. EVALUATION FACTORS

The evaluation factors for this ITN are as follows:

i. Program Management Demonstrated ability to:
   a. Accomplish the statement of work requirements
   b. Apply new technologies and processes to improve efficiency

ii. Technical Approach Demonstrated capability to:
   a. Expertise and Availability of Key Personnel
   b. Execute a smooth transition
   c. Interface with CDOC
   d. Meet IT security requirements
   e. Ensure information security
   f. Implementation Plan and timeline for project completion
   g. Establish sound emergency preparedness procedures
   h. Establish a Quality Control Program

iii. Corporate Experience Demonstrated understanding of correctional offender communication and experience providing:
   a. Projects of similar size and scope
   b. Knowledge of prison system communication service delivery

c. Communications systems in environments that are not conducive to radio wave propagation. E.G. Concrete structures fortified with rebar.

iv. Cost/Price
   a. Overall Pricing
   b. Value of Pricing for Experience & Technical Approach

C. NON-NEGOTIABLE ITEMS

Non-negotiable Items are mandatory. The State may not waive or negotiate non-negotiable items. Non-negotiable items are:(*insert items*)

i. Evaluation Factor of Cost/Price is non-negotiable but the cost itself is negotiable

ii. State of Colorado and CDOC Safety and Security Policies, Practices and Requirements

iii. State of Colorado Minimum data retention standards

iv. Quality Assurance Program is required and non-negotiable but the plan is negotiable

v. Special Provisions

vi. Evaluation factors

All other items in this ITN are negotiable at the State's discretion. Any negotiated term or provision that would be void under §24-106-109, CRS, or would violate any other state or federal statute or regulation shall not be binding upon the State.

D. RESIDENT VENDOR PREFERENCE

A Colorado resident Vendor is allowed a preference against a nonresident Vendor equal to the preference given or required by the state in which the nonresident Vendor is a resident. Reference §24-103-906, CRS.

E. SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (SDVOSB)

The State encourages responses from Service-Disabled Veteran-Owned Small Businesses (SDVOSB) and sets a 3% statewide goal by dollar value of all contracts, to be awarded to SDVOSB. An interested SDVOSB Vendor should submit with its response, verification that it is incorporated or organized in Colorado, or maintains a place of business, or has an office in Colorado and is officially registered and verified as a SDVOSB by the U.S. Department of Veterans Affairs. (https://www.vip.vetbiz.va.gov/). Vendors who fail to provide SDVOSB documentation in their response, or upon request by the State, cannot be considered for a preference. Reference §24-103-905, CRS.

F. EVALUATION PROCESS

An evaluation committee will evaluate responses against all evaluation factors set forth in the ITN. The objective of the evaluation committee is to determine the competitive range.

The State's initial evaluation will be based on the written responses, so Vendors are cautioned to confirm that their response adequately conveys the soundness of their approach and their understanding of the ITN requirements.

i. Clarification Discussions

Prior to determining the competitive range, the State, in its discretion, may hold discussions with Vendor(s) for the purpose of clarification to assure understanding of the ITN requirements and the Vendor's responses. Vendors shall be accorded fair and equitable treatment.

The State may request that clarifications resulting from discussions be submitted in writing by the Vendor(s) to the State. Vendors will be given a reasonable timeframe in which to submit written clarifications and to provide any related revisions to their initial ITN response. Such revisions will be limited to the guidelines included within the State's requested clarifications. As discussions are in the State's discretion, Vendors should not rely on the opportunity for discussions to clarify their response.

ii. Determination of the competitive range

A committee will review and evaluate Vendor responses against established evaluation factors. The evaluation, including the results of any discussions, will result in determination by the committee of the competitive range.

G. NEGOTIATIONS PROCESS

The State shall commence negotiations with those Vendors whose responses are determined to be in the competitive range. The State may discontinue negotiations with a Vendor if the State determines that the response is no longer reasonably susceptible of award.

The purpose of negotiations is to facilitate a contract that will be most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the ITN.

The State will determine the process for negotiations, including, without limitation: the date, time, and location of the negotiation meetings; the format; which Vendor representatives may be present at negotiations, to include a person who is authorized to commit the Vendor to any revisions to the Vendor's ITN response; and the agenda and topics to be covered during negotiations.

The State may request that revisions to Vendor responses resulting from negotiations be in writing. If so requested, Vendors must submit written response revisions to the State by the deadline identified in the State's request.

H. TIMELINESS OF NEGOTIATIONS

Time is of the essence. Failure of a Vendor to respond to requests from the State by a deadline established by the State may result in the State making a decision based solely on information previously provided by the Vendor.

I. PRESENTATION/SITE VISIT

The State reserves the right to invite Vendors in the competitive range to make presentations or to make their offices available for a site visit. Such presentations and/or site visits will be at the discretion of the State and at the Vendor's expense. The oral presentation may include a demonstration of proposed solution, if available.

J. BEST AND FINAL OFFER

The State reserves the right to give Vendor(s) in the competitive range an opportunity to submit a best and final offer (BAFO) at any point during the negotiations process.

K. AWARD

The award will be made to the responsible Vendor whose response is determined in writing to be the most advantageous to the State, considering price, the ITN's evaluation factors and the result of negotiations.

The State will post a notice of intent to award on the EPS announcing the selected Vendor. Following the posting of the notice of intent to award notice, interested parties may contact the State POC to request a review of the ITN file.

Unless expressly stated otherwise, the State reserves the right, in its sole discretion, to award to more than one Vendor and/or to separate the goods/services into multiple awards with different Vendors if determined to be in the best interest of the State. If multiple awards are made by the State, the same standards for award listed in this section will be applied.

Unless expressly stated otherwise, the State does not guarantee any minimum volume of goods or services to be purchased.

L. CONTRACT

A contract must be completed and signed by all parties concerned. In the event the parties are unable to enter into a contract, the State may elect to cancel the notice of intent to award and make the award to the responsible Vendor whose response would subsequently have received the award.

The State is not liable for any cost incurred by the awarded Vendor(s) prior to issuance of a legally executed contract, purchase order, or other authorized commitment document. No property interest of any nature shall accrue until the awarded contract is approved in accordance with §24-30-202(2), CRS.

M. STATE CANCELLATION OF ITN AWARD

The State may cancel an award of a contract under this ITN, in whole or in part, when such action is in the State's best interest. The cancellation of an award does not require cancellation of the ITN.

N. STATE OWNERSHIP OF CONTRACT PRODUCTS/SERVICES

All products/services produced and/or provided in response to the contract resulting from this ITN will be the sole property of the State, unless otherwise noted in the ITN or resulting contract.

VI. VENDOR RESPONSE SIGNATURE PAGE

INVITATION TO NEGOTIATE
*(insert ITN # and title) (ITN)

VENDORS: See the ITN "ADMINISTRATIVE INFORMATION" section for the ITN response deadline and other response submission information and requirements.

Vendors responding to this ITN must fill out this page in its entirety, sign and return with Vendor's response. This page must bear a physical or electronic signature, as electronic signature is defined in the "Uniform Electronic Transactions Act", section 24-71.3-102 (8), evincing an intent by the Vendor to be bound by its response. Failure to do so may disqualify the Vendor response.

The undersigned understands and agrees that misrepresentation made in this response and/or subsequent discussions or information presented to the State may be deemed sufficient cause for the refusal by the State to execute a contract as a result, and that that later discovery of any omission or misrepresentation made in the ITN response and/or subsequent discussions or information presented to the State may be grounds for the cancellation of an existing contract.

YES	NO	*Indicate if your company is SDVOSB or Resident Bidder below. Include supporting documentation with your response.*
		Company is a Service-Disabled Veteran-Owned Small Business. Reference §24-103-905, CRS
		Company is a Colorado resident Vendor. Reference §24-103-906, CRS

Legal Company Name _____

Doing Business As _____

FEIN _____

Authorized Signature _____

Printed Name _____

Title _____

Company Address _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email address _____

Contact for Clarifications: _____

Title _____

Phone _____

Email Address _____

ATTACHMENT 1: STATEMENT OF WORK

ATTACHMENT 2: VENDOR CHECKLIST

ATTACHMENT 3: OCS SOW Equipment_Software_Inventory & Rate Proposals

ATTACHMENT 4. VENDOR DISCLOSURE STATEMENT

ATTACHMENT 5: W-9

ATTACHMENT 6: CONTRACT TEMPLATE

ATTACHMENT 7: DATA SHARING AGREEMENT TEMPLATE

ATTACHMENT 8: MANDATORY SITE VISIT INFORMATION FORM

ATTACHMENT 9: CONSENT TO SEARCH FORM

ATTACHMENT 10: CERTIFICATION OF COVID-19 VACCINATION PHO FORM