



**COLORADO**  
Department of Public  
Health & Environment

# Request for Proposal (RFP)

## Technical Specifications and Administrative Information

**Hazardous Materials and Waste Management Division (HMWMD)  
Organics Management Plan  
RFP #2021000262**

This solicitation contains instructions governing the proposal to be submitted and the material to be included therein, mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.

## **I. BACKGROUND AND PURPOSE**

### **A. Background**

During the 2020 legislative session, HB 20-1047 was introduced which directed the Colorado Department of Public Health and Environment to develop a Statewide Organics Management Plan in partnership with the Colorado Department of Agriculture. In developing the plan, CDPHE was directed to study and make recommendations regarding organic waste management practices to encourage compost use on soil to promote carbon storage.

HB20-1047 was postponed indefinitely but CDPHE and the Pollution Prevention Advisory Board Assistance Committee determined that an Organics Management Plan would be a valuable resource for increasing organics waste diversion throughout the state. As a result, the Pollution Prevention Advisory Board Assistance Committee has prioritized research and funding for a statewide organics management plan for fiscal year 2022.

Over the last few years waste diversion in the state has stagnated. Organics waste generally makes up 30-40% of the waste stream and is the top contributor by weight of material going into landfills statewide. By identifying the gaps in our current system, and developing recommendations and policies to increase diversion of this material source from landfills, significant gains towards our current diversion goals can be made. In addition, increasing organic waste streams utilized in compost production has the potential to improve soil health and reduce greenhouse gas emissions.

### **B. Purpose**

The purpose of this RFP is to solicit proposals from qualified firms to assist in the development of a statewide Organics Management Plan that will identify organics waste areas of generation, gaps in current organics waste management infrastructure, and strategies and policy suggestions for sustainably managing this material going forward. A statewide survey of organics waste generation and management will be performed, which will identify what types of materials are being generated in the state, where they are being generated, and how and where they are being managed. It will identify regional gaps and areas of opportunity. This data will then be presented at stakeholder meetings where strategies for increasing waste diversion will be developed and incorporated into an Organics Management Plan.

The Organics Management Plan is intended to provide the necessary resources to increase organics diversion in Colorado.

1. The first component will be a statewide survey detailing the point of origin, transport, and current management method for four primary organics waste categories. The survey will include a needs and gap analysis by region to evaluate the current system of organics management, and will also ascertain current collection systems. Additionally, costs for various organics waste diversion methods will be analyzed, current organics waste management regulations in other states will be researched and summarized, and potential for carbon sequestration will be evaluated to identify opportunities for improving

organics diversion. This survey will be published and distributed to stakeholders.

2. The second part of this project will be to develop an Organics Management Plan using the data gathered in the statewide survey. The Plan will be developed in coordination with stakeholders, and will include a summary of the results from the statewide survey, short and long term goals, recommendations to increase organics waste processing and diversion infrastructure, and methods to increase the use of organics waste derived products by end users.

## II. SOLICITATION SCHEDULE OF ACTIVITIES:

	Solicitation Activity	Time	Date
1.	Solicitation Published on Colorado VSS System <a href="http://www.colorado.gov/vss">www.colorado.gov/vss</a>	N/A	5/6/2021
2.	Prospective Offerors written inquiry deadline. Submit all inquiries by email to Allan Smith @ <a href="mailto:allan.smith@state.co.us">allan.smith@state.co.us</a> . <b>(No Questions will be accepted after this Date/Time)</b>	2:00 PM MDT	5/19/2021
3.	Answers to written inquiries published on Colorado VSS at <a href="http://www.colorado.gov/vss">www.colorado.gov/vss</a>	Estimated	5/24/2021
4.	Proposal submission deadline	2:00 PM MDT	6/7/2021
5.	Evaluation Period	Estimated	Week of 6/7/2021
6.	Estimated Contract Effective Date	N/A	7/1/2021

## III. PROPOSAL TECHNICAL ASSISTANCE

1. **INVITATION TO SUBMIT PROPOSALS:** All State solicitation notices are posted on the VSS system. Offerors who have an interest may submit a proposal in accordance with the terms of this solicitation. **Offeror must be registered with the State of Colorado's VSS web site [www.colorado.gov/vss](http://www.colorado.gov/vss) by the proposal submission due date and time.**
2. **SCOPE** This solicitation contains instructions governing the proposal to be submitted and the material to be included therein, mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.

### A. SUBMISSION INSTRUCTIONS:

**Proposals must be received on or before the due date and time as indicated in the Schedule of Activities. Late proposals will not be accepted.**

1. It is the responsibility of the Offeror to ensure that its proposal is received by the CDPHE Purchasing and Contracts Unit at the location listed in these

instructions on or before the due date and time. Offerors mailing their proposals must allow sufficient mail delivery time to ensure receipt of their proposals by the time specified. The proposal package shall be delivered or sent by mail to:

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

2. Each submittal shall consist of:
  - a. One (1) original (signed) of Attachment A
  - b. One (1) electronic version of the Proposal, on USB flash drive, readable in Word 2003 or newer.
3. Proposals must be submitted and sealed in an appropriate envelope or package. All submittals must be clearly marked on the outer envelope or packaging with the following information:
  - a. Offerors Name
  - b. Solicitation Number and Title
  - c. Proposal Submission Due Date and Time

**B. INQUIRIES:**

1. Offerors may make written inquiries via email to obtain clarification of requirements concerning this Solicitation. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Send all inquiries to:

Allan Smith  
Senior Purchasing Agent  
Allan.smith@state.co.us

2. Clearly identify your inquiries with:
  - a. Solicitation #
  - b. Solicitation Title
  - c. The section number and paragraph number to which the inquiry applies
3. Responses to Offeror inquiries will be published as a modification on the VSS system by close of business on the date indicated in the Schedule of Activities. Offerors are not to rely on any other statements that alter any specification or other term or condition of the solicitation.

**IV. PROJECT BUDGET, TIMELINE AND DESCRIPTION OF SERVICES**

**A. Budget**

The CDPHE budget for this project is approximately \$149,000. At the sole discretion of the State, CDPHE may modify the budget, depending upon funding

availability and Offeror performance.

**B. Project Timeline**

The anticipated start date for the executed contract is 7/1/2021 with the contract time frame of 7/1/2021 to 6/30/2022. At the sole discretion of the State, and depending upon funding and Offeror performance, CDPHE may modify the dates of the contract.

**C. Objective**

The objective of the project is to identify the best methods for managing organic waste within the state in order to increase diversion from landfills. This will decrease methane emissions from disposal, and will also increase soil health and soil carbon storage, benefiting the citizens of Colorado, farmers and ranchers, county and municipal governments and the waste industry.

**D. Description of Services**

The successful Offeror shall be able to successfully complete the requirements of this RFP and the activities listed in the draft statement of work (See Exhibit B, Draft Statement of work) for a detailed description of services required.

**V. OFFEROR REQUIREMENTS**

**A. Experience and Qualifications**

1. Offeror shall have a detailed understanding of this project and its desired outcomes.
2. Offeror shall have a minimum of three (3) years' experience working with composting and organics waste management.
3. Offeror shall have a minimum of three (3) years' experience developing policy recommendations or statewide waste diversion plans.
4. Offeror shall have a minimum of three (3) years' experience developing and conducting state wide surveys including cost analyses and needs and gap analyses of the findings of such surveys.
5. Offeror shall possess a minimum of three (3) years' experience with or extensive knowledge of:
  - a. Colorado solid waste regulations.
  - b. Agricultural Industry, preferably in Colorado.
6. Offeror shall have adequate personnel with the necessary experience and training to successfully complete the activities of this project.
  - a. Personnel assigned to this project must have experience in the area's listed above (A 1-5)
7. Offeror shall have completed a minimum of three projects of similar size and scope within the past 10 years.

**B. Budget**

The Offeror shall supply a budget that includes all costs necessary to

successfully complete the project. Use actual costs for each area, not estimates.

## VI. SUBMITTAL REQUIREMENTS

Responses shall be submitted as specified in this section. Any confidential or proprietary information included in the Offerors proposal shall conform to the requirements listed in Administrative Section IX. A. 7. **NOTE: Proposals that fail to follow ALL of the requirements may not be considered.**

### A. Page Formatting Instructions

Unnecessarily elaborate proposals are not desired.

1. The Purchasing Unit desires and encourages the Offeror submit only a flash drive containing the proposal and all required information.
2. If, in addition to Attachment A, the Offeror chooses to submit a hard copy of the proposal, it should be submitted on recycled paper, printed on both sides.
3. All materials submitted shall become the property of CDPHE, and will not be returned unless the solicitation is cancelled prior to the submittal due date, in which case proposals will be returned unopened or opened only for identification purposes.

### B. Proposal Elements

All proposals shall include the following:

1. RFP Signature Page/Confirmation of Offer Form (Attachment 1)  
A completed and signed form must be submitted with the response. **MUST** be completed and signed in ink (preferably blue ink) or by digital signature, by a person who is legally authorized to bind the Offeror to the proposal.
2. Executive Summary (6 pages max)  
Offer shall submit an organizational overview that includes years in business, areas of expertise, and a detailed narrative of the Offerors understanding and of the project and the desired outcomes.
3. Project Description
  - a. Statewide Organics Waste Survey
    - i. Describe the methodology that will be used to survey the statewide generation, transportation, and end of life management for MSW organics, biosolids, agricultural waste, and forest waste. Include a proposal for surveying counties and municipalities to ascertain current organics collection systems.
    - ii. Provide a potential listing of existing materials to be reviewed, referenced, and summarized, including reports, studies, maps, resources, research, and existing regulations in other states.
    - iii. Give details on performing a cost analysis and greenhouse gas literature review of end of life management methods for organics waste, including but not limited to disposal, composting, recycling, and anaerobic digestion. Include a literature review of the potential for carbon sequestration with these end of life management options.

- iv. Assess regional needs and gaps of current organics waste collection, transportation processing, and disposal and end-use infrastructure.
    - v. List all of the anticipated elements to be included in the Final Organics Waste Survey.
  - b. Organics Management Plan
    - i. Organize, plan, and facilitate three to five stakeholder meetings, with the defined objectives of reviewing the results of the Organics Waste Survey and developing strategies and recommendations for organics waste.
    - ii. Utilize the Organics Waste Survey and the information gathered at the stakeholder meetings to develop an Organics Management Plan for the State of Colorado.
    - iii. Develop an Organics Management Plan that includes recommendations on how to strategically increase regional organics processing and diversion infrastructure, and methods to increase the use of organics waste derived products by end users, with a focus on the agricultural industry.
    - iv. Including those elements listed above, provide a list of the planned elements to be included in the Organics Management Plan.
- 4. Experience and Qualifications (20 pages max, not including the past project examples)
  - a. Offeror shall submit evidence of 3 years' experience working with composting and organics waste management.
  - b. Offeror shall describe experience developing policy recommendations or statewide waste diversion plans.
  - c. Offeror shall detail experience developing and conducting state wide surveys including cost analyses and needs and gap analyses of the findings of such surveys.
  - d. Offeror shall detail experience or extensive knowledge of Colorado Waste regulations and the Colorado Agricultural Industry.
  - e. Offeror shall submit resumes for staff who will be assigned to the project.
  - f. Offeror shall submit three (3) examples of past successful projects that are of similar size and scope to this project.
- 5. Budget
 

Offeror shall provide a detailed budget of proposed costs and submit with the proposal. This RFP will result in a "fixed-price" contract.
- 6. References
 

Provide three (3) references including current contact information and position in company, where the Offerors experience can be confirmed.

## VII. EVALUATION AND AWARD

The technical aspects of proposals will be assessed based on the soundness of the Offerors approach and the Offerors understanding of the requirement. Past experience/qualifications will be assessed by considering the extent to which the qualifications, experience, and past performance are likely to foster successful, on-time performance. Technical and past experience assessments may include a judgment concerning the potential risk of unsuccessful or untimely performance, and the anticipated amount of State resources necessary to insure timely, successful performance. The State may use all information available regarding past performance as defined in C.R.S. §24-102-205 et.seq.

**A. Resident Bidder Preference:** When a contract for commodities or services is to be awarded to a bidder, a resident bidder shall be allowed a preference against a nonresident bidder equal to the preference given or required by the state in which the nonresident bidder is a resident.

**B. Service Disabled Veteran Owned Small Businesses (SDVOSBs):** SDVOSBs, who are incorporated or organized in Colorado or maintain a place of business or have an office in Colorado and who are officially registered and verified as a SDVOSB by the Center for Veteran Enterprise within the U.S. Department of Veterans Affairs. ([www.vip.vetbiz.gov](http://www.vip.vetbiz.gov)), may receive a 5% preference on their bid. This preference applies only to the price, and the SDVOSBs must still meet all other qualifications required in the bid.

SDVOSBs claiming this preference shall submit documentation of SDVOSB certification issued through the U.S. Department of Veterans Affairs in their response to the solicitation. Bid submissions without this documentation will not be given a preference.

**C. Award:** Awards will be made to a single Offeror. The award will be made to the Offeror whose proposal conforms to the RFP and is determined to be most responsive, responsible and advantageous to the State of Colorado. The proposal that results in the best value to the State of Colorado shall be recommended by the Evaluation Committee to the Procurement Office for contract award. CDPHE reserves the right to award to multiple vendors if determined to be in the best interests of the State.

### **D. Evaluation Factors:**

The evaluation factors are:

**1. Attachment 1 Vendor Information-Confirmation of Offer Form:**

Attachment 1 is required but will not be rated.

**2. Executive Summary:**

The executive summary will be evaluated on how well the summary indicates Offerors stability, strengths, and overall understanding of the project and desired outcomes.

**3. Project Description**

The project description will be evaluated based on the logic of the proposed approach and methods and if it appears the approach and methods will yield an accurate, timely and successful completed project.

**4. Experience/Qualifications:**

The experience and qualifications will be evaluated based on the breadth and depth of similar experience, and the qualifications and background of the personnel assigned to the project.

**5. Budget:**

The cost will be evaluated based on in the budget is reasonable and necessary for activities that contribute to and directly relate to the activities and if the budget pricing seems reasonable.

**6. References**

References if contacted, will be used to verify projects, and may or may not be contacted.

**7. Oral Interviews**

At the conclusion of the evaluation of responses, CDPHE may conduct oral presentations and/or interviews with Offerors at the discretion of CDPHE. If it is decided by CDPHE to hold oral presentations/interviews, only those Offerors ranked the highest after the initial proposal review will be invited. Offerors will be notified via email to schedule interviews.

***Failure to provide any information requested in the RFP may result in the disqualification of the submittal. This responsibility is that of the Offeror.***

**VIII. ATTACHMENTS, EXHIBITS**

**A. Attachments**

1. Attachment 1: Vendor Information-Confirmation of Offer Form.  
Complete all sections.

**B. Exhibits**

1. Exhibit A State of Colorado Contract Template
2. Exhibit B Draft Statement of Work

**IX. ADMINISTRATIVE INFORMATION**

**A. Solicitation**

1. ISSUING OFFICE: This Request for Proposal (RFP) is issued by the Colorado Department of Public Health and Environment (CDPHE), also referred to as the "State", Purchasing and Contracts Section for the benefit of the Prevention Services Division.
2. CONTACT: The CDPHE Purchasing agent listed in these instructions is the sole point of contact concerning this Solicitation. All communication must be done through the CDPHE Purchasing Department. Contact with any other CDPHE employee regarding this procurement may result in disqualification of Offeror proposal.
3. PURPOSE: This solicitation process may include reference checks, proposer interviews, and proposal clarification sessions. This solicitation provides prospective Offerors with sufficient information to enable them to prepare and submit proposals for consideration to satisfy the need for expert assistance in the completion of the goals of this solicitation.
4. NOTICES: Notices may include any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning Offeror(s). Offerors are responsible for monitoring the Colorado Vendor Self Services (VSS) for publication of modifications to this solicitation. **It is incumbent upon Offerors to carefully and regularly monitor VSS for any such notices.**
5. MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn by the Offeror prior to the established due date and time.
6. ADDENDUM OR SUPPLEMENT TO SOLICITATION: In the event that it becomes necessary to revise any part of this solicitation, a modification will be posted on the VSS system.
  - a. It shall be the **responsibility of the Offerors** to regularly monitor the VSS web site for any such postings.
  - b. Failure to retrieve such modifications, and include their provisions in your proposal, **may result in your proposal being disqualified.**
7. CONFIDENTIAL/PROPRIETARY INFORMATION: Any restrictions of the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. Requests for confidentiality shall be submitted by the Offeror in writing with the proposal.
  - a. Any materials requested to be treated as Confidential and/or Proprietary information are to be packaged separately and clearly identified.
  - b. Confidential/proprietary information must be readily identified, marked and separated from the rest of the proposal. **Co-mingling of confidential/ proprietary and other information is NOT acceptable.** Neither a proposal in its entirety, nor proposal price information will be considered confidential and proprietary.
  - c. Any information that will be included in any contract resulting from the solicitation cannot be considered confidential.
  - d. Such request must include justification for the request. The Offeror

must state specifically what elements of the proposal are to be considered confidential/proprietary.

- e. The Purchasing Unit shall determine the validity of any written request for confidentiality.
  - f. The written decision of the Purchasing Director will be sent to the Offeror.
  - g. If the parties do not agree as to the disclosure of data, the Purchasing Director shall inform the Offeror in writing what portions will be disclosed.
  - h. If denied, the proposer will have the opportunity to withdraw its entire proposal, or to remove the restrictions. (Ref §24-72-201 et seq., C.R.S., as amended, Public [open] Records)
8. SOLICITATION RESPONSE MATERIAL OWNERSHIP: The State of Colorado has the right to retain the original proposal and other solicitation response materials for our files. As such, the State of Colorado may retain or dispose of all copies as is lawfully deemed appropriate.
- a. Proposal materials may be reviewed by any person after the “Notice of Intent to Make an Award” has been issued, subject to the terms of §24-72-201 et seq., C.R.S., as amended, Public (open) Records.
  - b. The State of Colorado has the right to use any or all information/material presented in reply to the Solicitation, subject to limitations outlined in the Proprietary/Confidential Information clause.
  - c. Offeror expressly agrees that the State may use the materials for all lawful State purposes, including the right to reproduce copies of the material submitted for purposes of evaluation, and to make the information available to the public in accordance with the provisions of the Public Records Act.
9. PROPOSAL PRICES: Estimated proposal prices are not acceptable. Proposal prices should be best and final offer, unless otherwise stated in the solicitation. The proposal price will be considered in determining the apparent successful Offeror. Proposals shall be firm for a period of not less than one-hundred-twenty (120) calendar days.
10. ORAL PRESENTATIONS/SITE VISITS: Offerors may be asked to make oral presentations or to make their facilities available for a site inspection by the evaluation committee. Such presentations and/or site visits will be at the Offerors expense.

**B. ADMINISTRATIVE INFORMATION AND CERTIFICATIONS:**

- 1. ACCEPTANCE OF SOLICITATION TERMS: A proposal submitted in response to this solicitation shall constitute a binding offer. The autographic signature of the Offeror or of a designee legally authorized to execute contractual obligations shall indicate acknowledgment of this condition.
  - a. A submission in response to this solicitation acknowledges acceptance by



section at all times during the term of this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State.

a. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

b. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

c. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

d. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

e. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

f. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §14 within seven days of Contractor's receipt of such notice.

g. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or

otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

h. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintain at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

i. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

9. CONTRACT CANCELLATION: CDPHE reserves the right to cancel, for cause, convenience, or lack of fiscal funding, any contract resulting from this solicitation by providing timely notice to the contractor.
10. STATE OWNERSHIP OF CONTRACT PRODUCTS/SERVICES: All products/services produced in response to the contract resulting from this solicitation will be the sole property of the State of Colorado, unless otherwise noted in the solicitation.
11. INCURRING COSTS: The State of Colorado is not liable for any cost incurred by Offerors prior to issuance of a legally executed contract or procurement document. No property interest of any nature shall occur until a contract is awarded and signed by all concerned parties.
12. NON-DISCRIMINATION: The Offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the

basis of race, color, religion, disability, sexual orientation, national origin, age or sex.

13. PARENT COMPANY: If an Offeror is owned or controlled by a parent company, the name, main office address, and parent company's tax identification number must be provided.
14. NEWS RELEASES: No news releases pertaining to this solicitation shall be made prior to execution of the contract without prior written approval of CDPHE.
15. CONFIDENTIAL STATE INFORMATION:

Offeror(s) acknowledge that:

- c. They may come into contact with confidential information contained in the records or files of the State in connection with any resulting contract or in connection with the performance of its obligations under any resulting contract.
- d. The awarded Offeror(s) shall keep such records and information confidential and shall comply with [specific statutory citations (if any) and,] all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the State.
- e. The awarded Offeror(s) shall notify its employees that they are subject to the confidentiality requirements as set forth above, and shall provide each employee with a written explanation of the confidentiality requirement before the employee is permitted access to confidential data.
- f. Awarded Offeror(s) shall provide and maintain a secure environment that ensures 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 awarded Offeror(s) or its assignees and/or subcontractors in any way except as authorized by this contract. Confidential information shall not be retained in any files or otherwise by awarded Offeror(s).
- g. Disclosure of such information may be cause for legal action against the awarded Offeror(s). Defense of any such action shall be the sole responsibility of the awarded Offeror(s). Unless directed otherwise, awarded Offeror(s) is required to keep all State information in a secure, confidential manner.

7. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

- a. By submission of this proposal, each Offeror certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
  - (i) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;

- (ii) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly to any other Offeror or to any competitor; and
    - (iii) No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
  - b. Each person signing the Vendor Information/Confirmation of Offer form of this proposal certifies that:
    - (i) He is the person in the Offerors organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (1.a) through (1.c), above; or
    - (ii) He is not the person in the Offerors organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision, in certifying that such persons have not participated, and will not participate, in any action contrary to (1.a) through (1.c), above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (1.a) through (1.c), above.
  - c. A proposal will not be considered for award where (1.a), (1.c), or (2) above have been deleted or modified. Where (1.b) above has been deleted or modified, the proposal will not be considered for award unless the Offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency (CDPHE) determines that such disclosure was not made for the purpose of restricting competition.
8. **CONFLICT OF INTEREST**: By submission of a response proposal, the Offeror agrees that at the time of contracting the proposer has no interest, direct or indirect, that would conflict in any manner or degree with the performance of the required services. The Offeror shall guarantee that in the performance of the contract they shall not employ any person having any such known interest.
9. **TAXES**: CDPHE, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code (Registration No. 84-730123K) and from all state and local government use taxes (Ref. Colorado Revised Statutes Chapter 39-26.114(a)).
- a. CDPHE's Colorado State and Local Sales Tax Exemption Number is 98-02565.
  - b. Offeror is hereby notified that when materials are purchased in certain political sub-divisions (for example in the City of Denver) the Offeror may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado. This sales tax will not be reimbursed by the State.

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

The following language regarding performance outside the state of Colorado and/or the United States shall be included in all contracts resulting from this announcement.

*[Not applicable if Contract Funds include any federal funds]*

*Following the Effective Date, Contractor shall provide written notice to the State, in accordance with the Notices and Representatives provision, within 20 days of the earlier to occur of Contractor's decision to perform, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this provision shall be posted on the Colorado Department of Personnel & Administration's website. Knowing failure by Contractor to provide notice to the State under this provision shall constitute a material breach of this Contract.*