



# COLORADO

## Department of Transportation

### SOLICITATION AND RESPONSE COVER SHEET HAA DQ 23-055 JR Explosives for Avalanche Control

*Per the attached specifications, terms and conditions.*

INSTRUCTIONS: Offeror (bidder) must complete this cover sheet, and attach it with their proposal.

**Offerors are urged to read the solicitation document thoroughly before submitting a proposal.**

Submit Proposal to:	<a href="#">BidNet Direct</a> Help Desk 800-835-4603 / <a href="mailto:support@bidnet.com">support@bidnet.com</a>	Purchasing Agent:	Jeremy Roth 303-757-9618 <a href="mailto:Jeremy.Roth@state.co.us">Jeremy.Roth@state.co.us</a>
Due Date:	Thursday, October 20, 2022	Time Due:	<b>2:00 PM</b> Mountain Time

#### OFFEROR INFORMATION

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

**Electronic Bid Submission:** This solicitation is published via Rocky Mountain E-Purchasing, BidNet Direct. Suppliers must be registered with BidNet Direct in order to download solicitation documents and information (including any amendments or modifications) and to be considered responsive at the time of submission of the response. **Bidders who have not registered on the BidNet Direct website, must register promptly to ensure they are able to submit a timely bid response.** Information may be accessed through the BidNet Direct at:

<https://www.bidnetdirect.com/register>. BidNet Direct's Help Desk can be reached at 800-835-4603 or by email: [support@bidnet.com](mailto:support@bidnet.com)

Offeror to answer and acknowledges by its signature above:

- Confirm that you are aware that the award notice will be published on [CDOT website](#): \_\_\_\_ Yes
- My company is registered on BidNet, Direct: \_\_\_\_ Yes / \_\_\_\_ No
- Proprietary Information: is in my response and as segregated pages: \_\_\_\_ Yes / \_\_\_\_ No
- Registered with the Colorado Secretary of State \_\_\_\_ No / \_\_\_\_ Yes, and # \_\_\_\_\_
- Offeror proposes using Subcontractors for this project: \_\_\_\_ Yes / \_\_\_\_ No
- Offeror has reviewed Modifications made to this RFP – list the Modification # last reviewed: \_\_\_\_\_
- If claiming SDVOSB (Service Disabled Veteran Owned Small Business) attach proof of certification: \_\_\_\_ Yes / \_\_\_\_ NA

**Read this Documented Quote (DQ) thoroughly before responding. Illegible responses may be rejected as non-responsive.**

**The Colorado Department of Transportation (CDOT) reserves the right to reject any and all proposals or parts thereof, and to waive informalities or irregularities. By submission of a proposal, proposer agrees to the State of Colorado terms and conditions.**

By submission of a proposal, bid and/or quote, proposer agrees as follows:

- Except as replaced, modified, or supplemented by CDOT for this solicitation, all items in the State of Colorado Solicitation Instructions/Terms and Conditions are considered part of, and are incorporated by reference into this document.
- Proposer testifies that bid prices were arrived at independently and there was no collusion involved.
- The Bidder/Proposer/Vendor guarantees to the State that they understand and agree to the terms and conditions of this bid and that they will not default from performance by virtue of a mistake or misunderstanding. Proposers shall seek clarification from CDOT of any specifications, terms and/or conditions that they determine to be unclear. The failure of a proposer to seek clarification may be deemed a waiver of any such clarification.
- If applicable, low tie bids/proposals shall be decided in accordance with the provision of C.R.S. Section 24-103-902, as it currently exists or is hereafter amended, which gives a preference to resident bidders. Any bidder who wishes to be considered a “resident bidder” for purposes of the tie bid procedure shall include with their bid, proof that they meet the definition of resident bidder.
- Pursuant to CRS 24-30-202.4 (as amended), the state controller may withhold debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges as specified; (c) unpaid loans due to the student loan division of the Colorado Division of Higher Education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.\

**NOTE: Results will be posted on <https://www.codot.gov/business/procurement-and-contract-services/awards-1> or sent via postal system but will not be discussed by phone except as noted in this document.**

## ***DOCUMENTED QUOTE (DQ)***

**Questions regarding this solicitation must be directed to the Purchasing Agent above.**

**Bidders are urged to read the DQ Solicitation Document thoroughly before submitting a bid.**

- 1. Documented Quote Title/Description: Explosives for Avalanche Control**
- 2. Electronic Bid Submission:** This solicitation is published via Rocky Mountain E-Purchasing, BidNet Direct. Suppliers must be registered with BidNet Direct in order to download solicitation documents and information (including any amendments or modifications) and to be considered responsive at the time of submission of the response. Bidders who have not registered on the BidNet Direct website, must register promptly to ensure they are able to submit a timely bid response. Information may be accessed through the BidNet Direct at: <https://www.bidnetdirect.com/register>. BidNet Direct’s Help Desk can be reached at 800-835-4603 or by email: [support@bidnet.com](mailto:support@bidnet.com)
- 3. Modifications:**
  - a. Any modifications or changes to this solicitation will be published on BidNet Direct. It is solely the responsibility of the Bidder to monitor for modifications.
  - b. Deviation from these specifications during the bid process, or changes to the purchase order resulting from this solicitation, will not be allowed unless previously authorized, in writing only, by a modification to the solicitation or purchase order issued from the CDOT Center for Procurement Office.
- 4. DQ Bid Submission:**
  - a. Complete Solicitation Instructions/Term and Conditions that apply to this solicitation and subsequent award can be found at: <https://codot.gov/business/procurement-and-contract-services/purchase-order-terms-and-conditions>.
  - b. Responses to this solicitation **MUST** be received no later than the stated DQ Bid Submission Deadline Date and Time.
  - d. Late bids will not be accepted.

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- e. All responses require the return of the completed DQ Pricing and Submission Form. The DQ Pricing and Submission Form must reflect all Modifications to this DQ.
- f. DQ Pricing and Submission Form must be signed by an individual with express authority to bind the bidding company.

**5. Bid Opening:**

- a. There is no formal opening for this DQ.
- b. Results will not be given by phone. Allow a minimum of two business days after bid submission date for posting of award notice at:  
[https://docs.google.com/spreadsheets/d/1Rt5KRPWVhstqbOEmFjTe0EuHpAHVIsrymLmgIL\\_8mrl/edit#gid=330811082](https://docs.google.com/spreadsheets/d/1Rt5KRPWVhstqbOEmFjTe0EuHpAHVIsrymLmgIL_8mrl/edit#gid=330811082)

**6. Award:**

- a. CDOT will award this solicitation and enter into an agreement with the winning Bidder through an executed CDOT Cooperative Agreement.
- b. Bidder agrees to deliver under this solicitation for the full award term.
- c. Subcontracting will be allowed under the resulting award(s). Awarded vendors will be the Prime Contractor and will be fully accountable to CDOT for assuring that its subcontractors comply with all terms of the contract between CDOT and the Prime Contractor. (FOR SERVICES ONLY)
- d. This solicitation will be awarded to one bidder/multiple bidders.
- e. This award of this solicitation is for the term of (not to exceed one year for purchase order, one year with four one-year extensions for Cooperative Agreement).

**7. Bid Evaluation:**

- a. CDOT will be the sole judge in determining the acceptability of an offer and reserves the right to award the bid in the best interest of the State.
- b. Award shall be made to the Supplier who is determined to be the lowest responsible and responsive Supplier whose bid meets the requirements and criteria set forth in this solicitation. Award shall be subject to specification verification.
- c. Low Tie Bids shall be decided in accordance with the provision of CRS 24-103-902, as it currently exists or is hereafter amended, which give a preference to resident bidders. Any Supplier who wishes to be considered a "Resident Bidder" for purposes of the tie bid procedure provided in this section shall include with their bid proof that he/she meets the definition of Resident Supplier.
- d. In accordance with Procurement Code, CRS 24-103-904 titled "Purchasing Preference for Environmentally Preferable Products"; Suppliers responding to this solicitation may seek to qualify for the preference and governmental bodies conducting this solicitation shall award a contract to a Supplier who offers environmentally preferable products subject to the conditions in the Code and Procurement Rules. (DOES NOT APPLY TO SERVICES)
- e. Service Set Asides CRS 24-103-801 thru 806 established a set aside program for certain qualified nonprofit agencies (Disability Set Aside Suppliers) that bid for State of Colorado services solicitations when the nonprofit employs persons with severe disabilities. The Guidance states that, "State Agencies must solicit bids first from the service set aside list before soliciting elsewhere."
- f. Service Disabled Veteran Owned Small Business (SDVOSB), In accordance with Procurement Code CRS 24-103-905; An Offeror 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 with its bid response.

**8. Non-Responsive:**

- a. Failure to complete and submit all forms reflecting any and all Modifications or to follow any instructions in this solicitation will cause the bid to be considered non-responsive.
- b. Exceptions taken by any Bidder may cause their bid to be considered non-responsive. The State will be sole judge of what constitutes an allowable exception, and then only if the basic requirements of the specification are essentially unaltered.

- c. Any requests to change the State's Terms and Conditions will cause the bid to be considered non-responsive.
  - d. By submitting a bid, Bidder agrees that CDOT reserves the right to accept or reject any alternate bids if allowed for in the solicitation.
  - e. Illegible responses will be rejected as non-responsive.
  - f. Exceptions taken by any bidder may cause a bid to be considered non-responsive. Exceptions will be allowed only if the basic requirements of the specification are essentially unaltered. The State will be sole judge of what constitutes an allowable exception.
- 9. Failure to Render Service/Cancellation:** In the event the awarded Vendor fails to deliver goods as stated, the State of Colorado reserves the right to cancel this Documented Quote and any award thereof, by written notification. In the case of cancellation, the State reserves the right at its sole discretion to award to another Bidder, to re-bid the items, or to implement other solutions to assure a continued delivery of goods and/or services.
- 10. Doing Business in Colorado:** Vendors wanting to do business in Colorado must register with the Colorado Secretary of State in accordance with CRS 7-90-801. This is the link for the Colorado Secretary of State's website at <http://www.sos.state.co.us> . (Recommend going to the "Business Center" section, then opening the "Business Home" page, under the "General Information" section, review the FAQs.)
- 11. Insurance:** The awarded Vendor will be required to submit a certificate(s) showing insurance coverage for General Liability, Automobile and Workers Compensation as outlined in the Purchase Order Terms and Conditions, prior to execution of the award document.
- 12. Failure to Render Service/Cancellation:** In the event the awarded Vendor fails to deliver goods as stated, the State of Colorado reserves the right to cancel this Documented Quote and any award thereof, by written notification. In the case of cancellation, the State reserves the right at its sole discretion to award to another Bidder, to re-bid the items, or to implement other solutions to assure a continued delivery of goods and/or services.
- 13. Remedies:** Per Title 24 Article 109 CRS. Any actual or prospective proposer or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the CDOT Procurement Official. The protest shall be submitted in writing within three (3) working days after such aggrieved person knows, or should have known, of the facts giving rise thereto. Protests received after the three-working-day period shall not be considered. The written protest shall include, as a minimum, the following:
- a. The name and address of the protestor;
  - b. Appropriate identification of the procurement by bid or award number;
  - c. A statement of the reasons for the protest; and
  - d. Any available exhibits, evidence or documents substantiating the protest.
- 14. Scope of Work:**
- See Addendum A – Specifications (Attached)**
- 15. Firm Pricing:**
- a. Pricing must be valid for the initial term of the award, in cases where a Cooperative Agreement is utilized, a price increase to vendor rates will only be considered at the time of yearly renewal.
  - b. Pricing to be submitted in the specified Unit of Measure.
  - c. All pricing submitted for bid evaluation must be rounded up or down to the nearest whole cent. Prices shall not exceed two decimal places (example \$5.32). All pricing on the invoice must be in line with the bid price and may not exceed two decimal places.
  - d. Pricing must be all-inclusive (freight charges included). No extra charges will be allowed.
  - e. Where applicable, successful contractor will be responsible for all fees, permits, bonds, insurance requirements per attached schedule, meeting State and Local codes, site visit, site safety, daily cleanup and final cleanup of the area. (SERVICES ONLY)

f. Pricing must be submitted in U.S. Dollars.

**16. Alternates:** No Alternate Accepted

**17. Beginning Performance:** The Supplier is not authorized to begin performance without receipt of a fully executed Purchase Order. If performance begins prior to the receipt of said documents, the State of Colorado will not be obligated to pay for services provided.

**18. No Quantities Guaranteed:** Pricing to be in accordance with proposed bid or quote. Purchase order number must be shown on all invoices and delivery slips. Priced invoices in duplicate to be submitted to the billing address.

**19. Competitive Negotiation:** CDOT reserves the right to enter into competitive negotiations, in accordance with 24-103-208-02, when deemed in the best interest of or most advantageous to the State.

**20. Federal Compliance:** When a procurement involves the expenditure of federal assistance or federal contract funds, the Procurement Official shall comply with the appropriate federal law and the rules and regulations promulgated pursuant to such law which are mandatorily applicable.

**21. Equal Opportunity and Non-Discrimination:** CDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**22. Use of CDOT Bid Submission Form:** Vendors must submit their pricing only using the form contained in Section 23 of this document. Failure to submit pricing utilizing the form in Section 23 of this document will result in a bid being considered non-responsive. In addition, vendors may not submit additional quotations, specifications, or documentation that are not specifically requested in this solicitation.

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## PRICE SUBMISSION FORM

**23. Supplier Pricing Schedule:** Supplier is required to supply pricing for items below and submit with their bid response:

**Delivery Instructions:**

a. Materials/services must be delivered to the following CDOT Locations:

Region 1: Maintenance Shed @ Junction US 40 & I-70 (Exit 232-MP 257.5)

Region 3: 4615 Old US Hwy 6, De Beque, CO 81630

Region 5: 665 Reece Street, Silverton, CO 81443

b. Pricing must be given as FOB Destination, Freight Charges Included.

Item #	Product Description	Estimated Annual Usage	Unit of Measure	Unit Price	Total Price
1.	#8 Fuse Caps for Safety Fuse	400	Each		
2.	#8 Detonator for Delta	700	Each		
3.	Booster, Surface – 1lb	25	Each		
4.	Booster, Surface – 2lb	100	Each		
5.	Booster, Surface – 3lb	100	Each		
6.	Booster, Surface – 5lb	300	Each		
7.	Safety Fuse Lighters (Pull String Igniters)	1400	Each		
8.	Nonel Shot Shell Initiator	5	Each		
9.	Safety Fuse	3280	Linear Feet		
10.	2500ft Nonel Lead Line (Spool)	1	Each		
11.	8ft Nonel Stater Line w/ Detonator	120	Each		
12.	500ft Nonel Starter Line w/ Detonator	16	Each		
13.	Electric Millisecond Delay Detonator	1	Each		
14.	1000ft Nonel Line w/ Detonator	10	Each		
15.	50 Grain Detonating Cord	2000	Feet		
16.	PowerX – 1lb	1	Case		
17.	PowerX - .75lb	1	Case		
18.	Dyno AP	1	Lb		
19.	Dyno AP Plus	1	Lb		
20.	ANFO (50lb bags)	323	Each		
21.	CIL Classic Snow Launcher	700	Each		
22.	Tail Fin – CIL Classic Fin	1	Each		
23.	Cylinder 4.41” Tube Comp B	60	Each		
24.	Cylinder 4.41” Tube Pentolite	60	Each		
25.	Pull wire igniter for avalanche guard	1	Each		
26.	Avalanche Guard Rounds 4 kg	1	Each		
27.	Avalanche Guard Cups #6-#20	20	Each		
28.	Avalanche Guard Cups #24-#50	1	Each		
29.	Avalanche Guard Cups #60	1	Each		

**TOTAL FIXED COST** \_\_\_\_\_

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- 24. Delivery of Services:** Delivery of service in a timely manner is critical to the operations and maintenance of CDOT. Therefore, as part of your bid, confirm below the expected delivery date or delivery time period after receipt of Purchase Order:

**Confirm Services Delivery Time:** \_\_\_\_\_

- 25. Total Bid Award:** CDOT reserves the right to award bid in whole or in part and in the best interest of the State. If award is made in total, will your firm offer an additional discount? YES \_\_\_\_\_ NO \_\_\_\_\_.

If yes, please indicate the discount percentage here. \_\_\_\_\_ %.

### **SERVICE DISCLOSURE FORM (FOR SERVICES ONLY)**

**Vendor Disclosure Statement:** In compliance the *Contractor Performance Outside the United States or Colorado*, CRS 24-102-206, the awarded Supplier is required to disclose information on where the services will be performed under this award.

**Indicate percent and value of Services Performed:**

**Outside Colorado -** \_\_\_\_\_ % \$ \_\_\_\_\_ value

**Outside United States -** \_\_\_\_\_ % \$ \_\_\_\_\_ value

### **Independent contractor information.**

Please select **Yes, No, or NA (Not applicable)** for each question.

	YES	NO	NA
Is the State the only client the contractor works with?			
Is the contractor registered with the Secretary of State's Office and/or the IRS to conduct business as an independent contractor?			
Does the contractor hire retired state employees to perform the work?			
Does the contractor have their own place of business?			
Does the contractor offer services to the general public and have other clients?			
Does the contractor need to be trained by the State to be able to provide the service?			
Does the contractor determine how and when the services will be performed?			
Does the contractor work on state property?			
Does the State control the route or location where the work must be performed?			
Does the State provide the contractor with equipment, tools or materials to conduct the work?			
Does the contractor have unemployment and workers' compensation insurance?			
Does the contractor have direct daily control over state employees?			
Is your company a sole proprietor?			
Does the contractor bill by an hourly rate?			
Does the contractor bill by a lump sum?			