

STATE OF COLORADO
COLORADO DEPARTMENT OF CORRECTIONS
REQUEST FOR QUOTE (RFQ)

Date: Aug 13, 2026

RFQ #202700012

Vending Machine Products II- Canteen
Single Point of Contact for this RFQ is:

James Vanslambrouck – Canteen Purchasing Agent III (doc_CCi_purchasing@state.co.us)

Contact with any other State personnel regarding this procurement, unless specifically authorized by the above-named Single Point of Contact, may result in disqualification. All communication regarding this RFQ must be done through the Single Point of Contact identified above.

This RFQ is being published in the Colorado Vendor Self Service page (Colorado VSS) and Bidnetdirect.com//cdoc so that Bidders who have an interest may submit a Quote in accordance with the terms of this RFQ. Any changes/modifications to the RFQ will be Posted on the above sites as well.

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

- 1. RFQ PURPOSE:** Provide Canteen items as per the “Items and Specifications” Exhibit A. The Colorado Department of Corrections (CDOC) Colorado Correctional Industries (CCi), Canteen Services was established in 1987. The profits generated through canteen sales are used to maintain the overall operating costs of the program and help reduce reliance on taxpayer funds for offender recreational, educational, and social benefit expenditures. Canteen services, a part of Colorado correctional industries, operates as an order fulfillment service from a dedicated warehouse and production center at the east canon prison complex. This operation provides offenders with employment opportunities, allowing them to gain valuable work experience and develop essential personal and professional skills. Additionally, the service ensures offenders have access to a varied and appealing assortment of premium goods at competitive prices.

The CDOC has issued this RFQ to issue Letters of Agreement with multiple vendors who can deliver the goods sought to resell to Offenders. Once the bid is awarded and the Letters of Agreement are issued, the program may choose from among the awarded vendors from which to purchase the goods needed for resale.

- 2. SCHEDULE OF ACTIVITIES:** THIS schedule of activities is for information and planning purposes only. Schedules for activities listed as “estimated” may be subject to change depending on the needs of the state. All times are stated in mountain time (mt), as adjusted for daylight savings.

ACTIVITY	DATE
RFQ Published via bidnetdirect.com//cdoc	August 13, 2026
Written Inquiries Deadline. Send Inquiries to: bidnetdirect.com//cdoc NOTE: No inquiries will be accepted after this date.	August 18, 2026 at 2:00pm
Response to written inquiries; will be posted to Colorado VSS and bidnetdirect.com//cdoc (Estimated)	August 21, 2026
Quote Submission Deadline Quotes must be submitted in the method described in Section 9. A Quote sent at 4:01 pm MT is considered late.	August 24, 2026 at 4:00pm
Notice of Intent to Award Published on Bidnetdirect.com//cdoc (Estimated)	August 31, 2026
Letter of Agreement (LOA) Execution (Estimated)	September 4, 2026

3. **ELIGIBILITY REQUIREMENTS:** Any organization that can provide the commodities as outlined in this RFQ.
 - A. Accessibility Requirements. All work performed as a result of this RFQ must comply with all applicable provisions of §24-85-101, of the Colorado Revised Statutes (C.R.S.), et seq., and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology (OIT) pursuant to §24-85-103 (2.5), C.R.S. and all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
 - i. <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>
 - B. Insurance Requirements. The awarded Bidder will be required to submit a certificate(s) of insurance evidencing insurance coverage for the types and amounts of insurance as required by the Insurance provision in the Purchase Order Terms and Conditions, included in this RFQ as Attachment I prior to execution of a Purchase Order.
4. **SERVICE LOCATION/DELIVERY:** CANON City, Colorado
5. **ANTICIPATED CONTRACT START DATE: SEPTEMBER 4, 2026, or upon execution of a contract (Letter of Agreement (LOA)).**
6. **ANTICIPATED CONTRACT TERM:** THE anticipated term of the resulting contract is September 4, 2026 through September 4, 2027. The resulting contract may be renewed for up to two (2) additional one (1) year periods, not to exceed a maximum term of three (3) years, at the sole discretion of the state, contingent upon funds being appropriated, budgeted, and otherwise made available, and other contractual requirements being satisfied.
7. **CONTRACT:** means any type of state agreement, regardless of what it may be called (purchase order, letter of agreement, contract, etc.), between a governmental body and a contractor, where the principal purpose is to acquire supplies, services, or construction or to dispose of supplies for the direct benefit of a governmental body. "contract" includes commitment vouchers as described in §24-30-202 C.R.S.
8. **RESPONSE PREPARATION:** THE state recommends reading all RFQ materials prior to preparing a Quote, particularly these Quote instructions and the required **Exhibits**. Bidders must follow these Quote instructions and provide a complete response to the items indicated on the table below. References and links to websites or external sources may not be used in lieu of providing the information requested in the RFQ within the Quote.

A. Structure and List of RFQ Documentation

DOCUMENT	DESCRIPTION	BIDDER RESPONSE INSTRUCTIONS
Exhibit A	Statement of Work, Items and Specifications, Bidder Response	Bidder must complete and submit by Quote deadline
Exhibit B	Required Bidder Information	Bidder must complete and submit by Quote deadline
Exhibit C	W-9 Request for Taxpayer ID	Bidder must complete and submit by Quote deadline
Exhibit D	Price Quote	Bidder must complete and submit by Quote deadline
Exhibit E	Contract Performance Outside the US or Colorado	Bidder must complete and submit by Quote deadline
Exhibit F	Non-Conflict of Interest Bidder	Bidder must complete and submit by Quote deadline
Exhibit G	Consent to Search	Bidder must complete and submit by Quote deadline
Attachment 1	Purchase Order Terms and Conditions,	Informational Only
Attachment 2	Insurance Information	Information, explanation of what insurance is required if awarded.
Attachment 3	Administrative Information	Information Only

B. Modifications and/or Supplemental Information to the RFQ

- i. Any modifications, amendments or supplemental information to the RFQ will be published on Bidnetdirect.com//cdoc. A modification notice will be published on bidnetdirect.com//cdoc in the event that it becomes necessary to revise any part of this RFQ.
- ii. The State may modify the RFQ at any time. Modifications will be posted on Bidnetdirect.com//cdoc. This is the only method by which the RFQ may be modified.
- iii. It is the Bidder's sole responsibility to check Bidnetdirect.com//cdoc on a regular basis, prior to the Quote submission deadline, as this is the primary means for communicating any clarifications or changes to RFQs content, timeline and/or requirements.

- C. Cancellation. In accordance with §24-103-301, C.R.S., and the related Procurement Rules, the State may cancel this RFQ, or any and all Quotes may be rejected in whole or in part, without penalty, at any time before a Purchase Order is executed, when it is in the best interest of the State. The reason and documentation supporting the decision to cancel the RFQ or reject Quote(s) shall remain confidential for the lesser of six months or until a Contract or Purchase Order is awarded by the State. Reference Procurement Rules §24-101-401-05.

If the RFQ is cancelled after Quotes are received, the Quotes that have been opened shall be retained in the procurement record, or if unopened, they will be disposed of or returned to the Bidder upon request at the Bidders' expense.

9. BIDDER INQUIRIES

- A. Bidders may only submit written inquiries concerning this RFQ to obtain clarification on specifications and requirements through bidnetdirect.com//cdoc.
- B. The State, in its sole discretion, may not accept inquiries received after the date and time indicated in the schedule of activities.

- C. The State reserves the right to decline to answer any questions that do not pertain to the RFQ, are deemed offensive, or to decline to answer any questions for any reason.
- D. All inquiries should be clearly marked with the RFQ number and title. Where appropriate, inquiries should include references to any relevant section/paragraph of the RFQ.
- E. Each inquiry should be listed separately.
- F. The CDOC will publish responses to Bidder inquiries collectively, in a timely manner, and as a modification on Colorado VSS and bidnetdirect.com/cdoc.

Bidders shall not rely on any verbal statement that alters any specification or other term or condition of the RFQ. Such changes are valid only if provided in writing by the Procurement Contact.

10. QUOTE SUBMISSION AND INFORMATION

- A. Quote submission instructions
 - i. Bidders are encouraged to review the RFQ and any related appendices and attachments in their entirety to assure understanding and compliance with requirements that may be included in these documents.
 - ii. **Bidders shall only submit Quotes, attachments, modification or withdrawals via bidnetdirect.com/cdoc.** The Quote submission should include the subject line: "Quote submission from (*Insert Bidder Name*) for RFQ 2027-00012, Vending Machine Products II - Canteen. No other electronic submission methods or hard copy submittals will be accepted.
 - iii. Bidders must be registered with Bidnet Direct to download RFQ documents (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 RFQ response.

Information may be accessed through the Bidnet Direct website at: <https://www.bidnetdirect.com/register>. Bidnet Directs Help Desk can be reached at 1-800-835-4603 or by email at: support@bidnet.com. Please do not encrypt your documents/emails/questions.
 - iv. The RFQ submission typically uploads Quotes within five minutes. Bidders are advised to submit Quotes no later than one hour prior to the Quote Submission Deadline to ensure the Quote has been received.
 - v. Bidders will receive an email confirmation that the file was uploaded correctly. If not, please contact the Bidnet Direct Help Desk.
 - vi. The Bidders Quote and all attachments shall comply with the standards of section 508 of the Rehabilitation Act of 1973, (29 USC §794). The Bidders may not have an opportunity to re-draft their Quote and attachments to make them accessible to persons with vision impairments after the Quote submission deadline and in the event that the Department has evaluator(s) serving on an Evaluation Committee requiring accessibility, the Department may disqualify a Bidders Quote from evaluation.
 - vii. Acceptance of RFQ Terms: A Quote submitted in response to this RFQ shall constitute a binding offer and acknowledgment that all terms and conditions of this RFQ are accepted. Bidders must identify any variation between its Quote and the RFQ. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance.

- viii. Modifications of Quotes. Quotes may be modified or withdrawn by the Bidder prior to the established due date and time. Withdrawal of the Bidder's Quote following the Quote submission deadline and prior to award, may be allowed, at the State's discretion. Withdrawal of a Bidder's Quote after award is not allowed. Reference Procurement Rules §24-103-201-08 and §24-103-201-09.
- ix. Bidders may be asked by the Department to modify or clarify their Quotes after the due date.
- x. Quote Prices. Estimated Quote prices are not acceptable. Best and final offers may be considered in determining the apparent successful Bidder. Quotes shall be firm for a period of not less than 180 calendar days from the date of award.
- xi. Quote Rejection. The Department may reject a Quote, waive informalities, and minor irregularities, or accept any portion. Reference Procurement Rule §24-103-201-08.
- xii. Quantity. The Department may request future increases or decreases in the quantity of the goods or services, or request that goods or services be delivered to other areas within the Department.
- xiii. Mistakes and Minor Informalities in Bidder Quotes: In certain circumstances, a Bidder may correct a mistake(s) in their Quote and/or the State may waive minor informalities. Reference Procurement Rules §24-103-201-08.
- xiv. Bidder Quote Content: The contents of the Quote of the awarded Bidder and any modifications to the Quote negotiated by the State included in the resulting Contract or Purchase Order will become contractual obligations. Failure of the awarded Bidder to accept these obligations may result in cancellation of the award of that Bidder.
- xv. Acceptance of RFQ Terms. A Quote submitted in response to this RFQ shall constitute a binding offer and acknowledgment that all terms and conditions of this RFQ are accepted. Bidders must identify any variation between its Quote and the RFQ. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance.
- xvi. Incurred Costs. The Department is not liable for any cost incurred by Bidders prior to any formal Contract, purchase order, or other Agreement. No property interest of any nature shall occur until a Contract is signed by all parties concerned.
- xvii. RFQ Quote Material Ownership. All material submitted in the Quote to this RFQ becomes the property of the State.
- xviii. Contract. Bidders must agree to the State's Contract terms as outlined in the CDOC PO Terms and Conditions Please note that any referenced or attached model Contract lists the State's standard required legal provisions but may not include the specific scope of work and other specific terms or requirements for this RFQ. Bidders must review any attached Contract terms and note any exceptions. Modifications to the State's Agreement terms constitute increased risk and costs to the State. Therefore, Bidder's noted exceptions may be considered in any evaluation. If no exceptions are noted, the Bidder indicates an intent to accept the terms as-is.
- xix. Confidentiality. Anything submitted by a Bidder is likely to become public information. Bidders may submit, as a part of its RFQ response, a written request for classification of certain portions of the response as confidential information. This information will help ensure that all submitted materials are handled appropriately and in accordance with state confidentiality standards. The Procurement Official or his or her designee shall determine if the information identified in the Bidder's request is exempt from disclosure in accordance with §24-72-204, C.R.S., and shall inform the Bidder in writing of the final determination.

- a. When submitting a confidentiality request, materials for which confidentiality has been requested shall be readily identifiable and separable from other portions of the RFQ to facilitate public inspection of the non-confidential portion of the RFQ response. Please include a complete redacted Quote response along with an unredacted version of the Quote with associated confidentiality justifications. Commingling of confidential and non-confidential information is not acceptable.
- b. Please provide a crosswalk of information related to the material you wish to be confidential and the reasons why the information should be considered as confidential. Bidders 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.
- c. In no event shall price information or an entire RFQ response, nor any information that will be included in a resulting Contract, be classified as confidential.

11. TIMELINESS OF QUOTE SUBMISSIONS

- A. Quotes received after the submission deadline shall not be opened and shall be rejected as a late response, unless otherwise permitted by the procurement official in accordance with Procurement Rules C.R.S. §24-103-201-10.
- B. Responsibility for ensuring that a Bidders Quote is received on time rests with the Bidder. Reasonably foreseeable problems inherent in the delivery of Quote are not extraordinary circumstances permitting acceptance of late Quotes. Anything received after Quote submission deadline is considered late.

12. ADDITIONAL RESOURCES

- A. Bidder Assistance. Any Bidders needing support responding to RFQs may contact the Colorado Supplier diversity Navigator at the Statewide Equity Office of Supplier Diversity. <https://dhr.colorado.gov/statewide-equity-office/supplier-diversity>. Services provided include assistance with responding to RFQs, interpretation of RFQ documents, technical assistance referrals. The office can be reached during normal business hours by calling 1-303-866-5765 or emailing DPA_SupplierDiversityHelp@state.co.us.
- B. Statewide Equity Office of Supplier Diversity: <https://dhr.colorado.gov/statewide-equity-office/supplier-diversityBidnetDirect>: <https://www.bidnetdirect.com/>.
- C. Vendor Self-Service (VSS) Site: <https://prd.co.cgiadvantage.com/PRDVSS1X1/Advantage4>.

13. QUOTE FORMAT AND CONTENT

Quotes must clearly demonstrate the organization's ability to perform the services described in the RFQ.

- A. The CDOC will not consider the submission of brochures, references to websites or other marketing material as a substitute for written response to our requirements and questions.
- B. Quotes must follow the format outlined with electronic copies of each document provided as instructed. Quote sections should be tabbed, clearly identifiable, and contain the following. Please verify all information listed below is filled out, signed, and is attached with your Quote.
 - i. **Exhibit A, Statement of Work, Bidder Response**
 - ii. **Exhibit B, Required Bidder Information,**
 - iii. **Exhibit C, W-9 Request for Taxpayer ID Number,**
 - iv. **Exhibit D, Price Quote,**
 - v. **Exhibit E, Contract Performance Outside the US or Colorado**
 - vi. **Exhibit F, Non-conflict of Interest – Bidder,**

vii. Exhibit G, Consent to Search,

14. AWARD

- B. Basis for Award (See Procurement Rule R-24-103-204-01)
- C. The state reserves the right to award multiple bidders if applicable, and if it is determined to be in the best interest of the state. The awarded bidder(s) must act in good faith to execute an agreement on or before the anticipated contract start date. If this date is not met, through no fault of the state, the state, at its sole discretion, may cancel the notice of intent to award.
- D. The State may negotiate with any Bidder to clarify the Bidder's Quote or to effect modifications that will make the Quote acceptable or more advantageous to the State in alignment with the requirements as identified in this RFQ; however, any requirements identified in this RFQ may not be negotiated.
- E. This RFQ and the resulting Letter of Agreement will be awarded to the responsible Bidder whose acceptable Quote is determined to be the most advantageous to the State, with price/cost being the primary consideration. Other considerations may include, but are not limited to, sample quality, and lead time for delivery.
- F. "Acceptable" means that the goods or services submitted in the Bidder's Quote will meet the state's needs, and that the price is fair and reasonable. The determination of whether a Bidder's Quote is acceptable is solely within the State's discretion.
- G. All awarded Bidders are hereby notified that they must return **Exhibits A, B, C, D, E, F, and G** incorporated into this RFQ as an exhibit) to the Single Point of Contact listed in the Schedule of Activities section with Quote. Failure to provide the required documentation may result in Quote being disqualified.
- H. Single Quote. If only one Quote is received in response to a RFQ, an award may be made to the single bidder or Bidder if the procurement official finds that the price submitted is fair and reasonable and that other prospective bidders or Bidders had reasonable opportunity to respond. Reference Procurement Rule R- 24-103-201-02(d).
- I. Protests. Any actual or prospective Bidder who are aggrieved in connection with the RFQ or award of a Purchase Order may protest to the Single Point of Contact listed in the Schedule of Activities section and Tina Fay (email to tina.m.fay@state.co.us) , CDOC Associate Director of Procurement. The protest shall be submitted in writing within three business days after such an aggrieved person knows, or should have known, of the facts giving rise thereto.
- J. Notice of Award

The CDOC will notify all bidders who submitted a Quote when it issues a notice of intent to award via Bidnet and ColoradoVSS sites. The CDOC reserves the right to award multiple bidders if applicable, and if it is determined to be in the best interest of the CDOC. The awarded bidder(s) must act in good faith to execute an agreement on or before the anticipated Purchase Order start date. If this date is not met, through no fault of the CDOC, the CDOC, at its sole discretion, may cancel the notice of intent to award

K. Documents After Award

Prior to Purchase Order execution, the awarded Bidder must provide the CDOC with proof of Good Standing with the Colorado Secretary of State and an insurance certificate documenting coverage as required by the Purchase Order.

15. PROFESSIONAL ETHICS AND FAIR BUSINESS PRACTICES

- A. Any person involved in the purchasing process for the State, any end users of such goods and services, any Bidder that does business with the state, and any other interested third parties to the procurement process shall enhance the proficiency and stature of the purchasing process by adhering to the highest standards of ethical behavior.
- B. The State of Colorado believes that all employees and community partners, whatever their gender, race, ethnicity, religion, national origin, age, sexual orientation, gender identity, citizenship status, education, disability, socio-economic status, or any other identity, feel valued and respected. We are committed to nondiscriminatory practices and providing equitable opportunities for employment and advancement in all our departments, programs, services, and worksites. We respect and value diverse life experiences and work to ensure that all voices are heard so that a person's future success is not determined by their identity.
- C. Bidders acknowledge that even the appearance of a conflict of interest may be harmful to the State's interests. Bidders shall disclose in their Quotes whether there currently is, or potentially could be, the appearance of a conflict of interest regarding this RFQ, its staff, any proposed subcontractors or partners, or any related business with the State. 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).
- D. Bidders must disclose in their Quote any potential or actual conflict of interest in connection with a response to this RFQ. A conflict of interest may include, but is not limited to, access to any non-public information by the Bidder regarding the RFQ or its subject matter. Quote submission and signature constitute the Bidder's acknowledgment and binding acceptance of all RFQ requirements, terms, and conditions.

16. ADMINISTRATIVE INFORMATION

- A. Security Provisions:
 - i. Upon notification of award or full Purchase Order execution, the Contractor shall immediately initiate and expedite all these CDOC Enhanced Criminal Background Investigation (background check/fingerprint) requirements. Failure to complete this process within 30 days, or any Contractor-responsible delays that impede completion of this process allowing for performance or services delivery, may trigger (CDOC or CDOC contract rule procedure), including a formal demand to cure or Purchase Order termination. Contractor may be given additional consideration by CDOC for extenuating circumstance or delays on a case-by-case determination
 - ii. All Contractor personnel responsible for delivering goods and providing services to CDOC may be required to complete a criminal history check, background screening, fingerprinting, and drug testing conducted by CDOC. Additionally, CDOC reserves the right to verify your employment history, any disciplinary actions, educational credentials, and professional licenses.
 - iii. The Colorado Revised Statute (C.R.S.) §27-90-111 may apply in specific situations.
 - iv. All Contractor personnel who come onto CDOC property who perform services shall be required to sign a "Consent to Search Authorization" form before CDOC shall permit access to any correctional facility.

Only the individual who has provided consent for the search is permitted.

Pets are not permitted in vehicles on State property,

Alcohol and drugs are prohibited in vehicles on State property,

Firearms are not allowed in vehicles on State property.

- v. In the event of a facility disturbance or event, CDOC may temporarily detain the entry and exit of all traffic from the facility. All reasonable efforts shall be made to release the Contractor's personnel and any equipment as quickly as possible while maintaining the security of the CDOC facility.
- vi. Cell phones, cameras, tablets, and laptops will be restricted on all CDOC properties. Accommodation may be made if prior approval is requested at least 4 days in advance, subject to the discretion of the individual facility. East Canon Correctional Prison Complex does not allow cell phones, cameras, tablets, and laptops past checkpoint without prior authorization.
- vii. No tobacco or vapes, weapons, or other contraband items will be allowed.
- viii. CORE Registration. Unless otherwise noted, before the CDOC can execute a Purchase Order for any Bidder, that Bidder must be registered in CORE, which can be completed through Vendor Self Service at www.colorado.gov/vss.
- ix. Electronic Funds Transfers (EFT). Awarded Bidders are encouraged to sign up for EFT.
- x. News Releases. Bidders may not issue any news releases pertaining to this RFQ without the CDOC's prior written approval.
- xi. Taxes. The CDOC 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 C.R.S. §39-26-114(a). The Colorado State and Local Sales Tax Exemption Number is 98-02565. When materials are purchased in certain political subdivisions (for example - City of Denver), the Bidder 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.

17. DEFINITIONS, TERMS, AND ACRONYMS

- A. **AR** means administrative regulation.
- B. **Awarded Contractor/Vendor/Bidder/Respondent** means the Bidder whose proposal the CDOC determines to be most advantageous and is approved and accepted by CDOC which enables CDOC to undertake a Contract with the Contractor for the purchase of the services or goods or both.
- C. **Bidder** means any organization or individual submitting a proposal in response to a Request for Proposal (RFP) solicitation. More generally to mean any organization or individual submitting an offer, proposal in response to any type of procurement solicitation. Same as Bidder, Vendor, or Respondent.
- D. **Business Day** means any day in which the State is open and conducting business, but shall not include Saturday or Sunday or any day on which the State observes the holidays listed in §24-11-101(1), C.R.S.
- E. **CDOC** means Colorado Department of Corrections or State.
- F. **Chief Procurement Officer** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202, C.R.S. to procure or supervise the procurement of all supplies and services needed by the State.
- G. **CJI** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation all information defined as criminal justice information by the U.S. Department of adjustment, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under C.R.S. 24-72-302.

- H. **Contract** means any type of state Agreement, regardless of what it may be called (purchase order, Agreement, contract, etc.), between a governmental body and a contractor, where the principal purpose is to acquire supplies, services, or construction or to dispose of supplies for the direct benefit of a governmental body. “Contract” includes commitment vouchers as described in §24-30-202 C.R.S.
- I. **Contract Funds** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under Contract.
- J. **Contractor** means any organization or individual that seeks to provide or is already providing goods or services. Often synonymous with selected, successful, or awarded Bidder, Bidder, or Vendor.
- K. **CORA** means Colorado Open Records Act, §24-72-200.1 et seq., C.R.S.
- L. **C.R.S.** means Colorado Revised Statutes as amended.
- M. **Data Sharing Agreement** means a formal contract that details what is being shared and the appropriate use for the data.
- N. **HIPAA** means Health Information Portability and Accountability Act.
- O. **Offender** means member of the CDOC inmate population (including YOS).
- P. **OIT** means Office of Information Technology.
- Q. **PHI** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of any individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to any information defined as Individually Identifiable Health Information by the Federal Health Insurance Portability and Accountability Act.
- R. **PII** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.R.S. §24-72-501 and §24-73-101.
- S. **PREA** means Prison Rape Elimination Act.
- T. **Proposal** means an offer in response to a Request for Proposal (RFP) solicitation.
- U. **RFP** means Request for Proposal, a procurement solicitation that seeks offers from organizations or individuals to perform the scope of work or provide goods as defined in the RFP. An RFP is issued with the intent of selecting the most advantageous proposal, making an award to that Bidder(s) and entering into a Contract. Award selection is based on multiple factors; price being one, but sometimes price may not be the critical factor.
- V. **SDVOSB** means Service-Disabled Veteran-Owned Small Business Participation.
- W. **Solicitation** means a document issued by a prospective buyer that requests competitive offers from organizations or individuals to sell the goods or services or both that are specified in the document. A solicitation typically results in an award of a Contract or Purchase Order for the goods or services based on an award methodology defined in the solicitation. Types of solicitations issued by the State of Colorado agencies include: Request for Proposals (RFP), Invitation for Bid (IFB), Documented Quote (DQ), Request for Quote (RFQ).

- X. **State Confidential Information** means any State Records not subject to disclosure under CORA. State confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach or any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- Y. **State Fiscal Rules** means those fiscal rules promulgated by the Colorado State Controller pursuant to C.R.S. §24-30-202(13)(a).
- Z. **State Fiscal Year** means a twelve (12) month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- AA. **State Records** means any State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- BB. **Subcontractor** means a Bidder selected by the Contractor that enters into a contractual relationship with the primary Contractor to carry out the project as a result of the RFQ.
- CC. **VSS** means the State of Colorado's Vendor Self-Service System website located at www.colorado.gov/vss. All solicitations published by State agencies and institutions are published on VSS, unless specific entities have been granted to opt out of the program. Bidders have access to this website.
- DD. **YOS** means Youthful Offender System within the Colorado Department of Corrections, Division of Adult Parole, Community Corrections, and Youthful Offender System.