



REQUEST FOR PROPOSAL (RFP)

RFP No. 128-22

FLEET MAINTENANCE SERVICES

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SECTION A: SCHEDULE, BUYER OF RECORD, AND GENERAL SUMMARY OF NEEDS
A.1 SCHEDULE OF EVENTS:

The following is a list of important items, dates, and times that pertain to this solicitation. All times listed below are in reference to the local Thornton, Colorado time (Mountain Time Zone).

<u>Solicitation Item</u>	<u>Date</u>	<u>Time</u>
Proposal Issued	08/30/2022	
Pre-Proposal Conference	10/04/2022	11:00 A.M.
Deadline to Submit Additional Questions	10/14/2022	11:59 P.M.
Response to Written Questions	10/21/2022	
Proposal Due Date	11/18/2022	11:59 P.M.

The schedule below is an **estimated** timeline of the events after proposals are due from the Vendor community. This has been provided to aid Vendors in understanding Thornton's anticipated timeline and **shall not** be considered a set of firm dates for completion of each task by Thornton, especially with dates occurring during the holiday season. It should be noted that Thornton considers the entire time between proposal submission to Contract execution as the evaluation period

<u>Evaluation Item</u>	<u>Anticipated Start Date</u>
Review of Vendor Proposals for Responsiveness (Purchasing)	11/21/2022
Individual Committee Members Begin Review of Proposals	11/28/2022
Entire Selection Committee Initial Review and Discussion	01/02/2023
Vendor Interviews (At Thornton's Sole Discretion)	01/16/2023
BAFO (At Thornton's Sole Discretion)	01/30/2023
Final Committee Review	02/06/2023
Contract Negotiations Begin with Intent to Award Vendor	02/13/2023

A.2 BUYER OF RECORD:

The Buyer of Record for this solicitation will be the central point of contact throughout the solicitation process. All questions and inquiries must be submitted in writing via a direct email to the Buyer. No communication is to be directed to any other Thornton personnel.

The Buyer of Record's contact information is as follows:

Buyer Name: **Andrew Miskell, CPPB**
Buyer Title: **Senior Purchasing Analyst**
Buyer Email: Andrew.Miskell@ThorntonCO.gov

A.3 GENERAL SUMMARY OF PROCUREMENT NEEDS:

The City of Thornton, CO ("Thornton") is seeking Proposals from interested firms for the purchase of fleet maintenance services, including parts replacement, Vendor provided personnel, and consulting on best practices for Thornton's fleet and the management of said fleet.

A.4 ALTERNATE RESPONSES OR APPROACHES:

It is Thornton's intention to solicit proposals that afford Thornton the most operationally and financially efficient approach, while having a technically sound response to Thornton's RFP. Thornton recognizes proposing Vendors may be able to make arrangements different from that requested within this RFP that may offer additional benefits to Thornton, while providing a level of service that meets or exceeds Thornton's stated needs within this RFP. Should your firm wish to propose an alternative approach to meet or exceed Thornton's needs, Thornton may accept your alternative approach as part of your overall proposal.

For alternative approaches to be considered, the proposing Vendor must provide a separate page in the proposal information titled "Alternative Approach Summary Explanation" along with detailed information indicating how the alternative approach will meet or exceed the needs listed in this RFP. Alternative approach proposals must still specifically address the core proposal elements including, but not limited to, the scope of work that is listed, the pricing proposed, and the answers to all Vendor Proposal Questions from Appendix No. 1, etc.

Proposals submitted as an alternative approach that do not address the core proposal elements or are only a flyer of the Vendor's core competencies, may be excluded from further consideration and deemed as non-responsive.

SECTION B: CURRENT STATE, SCOPE OF WORK, AND SPECIAL CONSIDERATIONS**B.1 CURRENT STATE:**

The City of Thornton, Colorado is a home-rule city of approximately 150,000+ citizens located northeast of Denver in Adams County. Thornton is governed by an elected City Council of nine (9) members. Thornton's operations are managed by a City Manager who serves at the pleasure of the City Council. Thornton has approximately one thousand (1,000) regular employees and during parts of the year, the total does slightly increase due to seasonal/temporary employees.

Thornton's growth in citizen population over the last twenty years (20) (82,000 in 2000; 118,000 in 2010) has been significant and is expected to remain constant for the foreseeable future. This citizen population growth has resulted in an expansion and growth of services by the City government and the services it must provide. The expansion has included a growth of employee head counts, both in permanent and temporary/seasonal, which requires a growth in the City's fleet.

Thornton's Fleet Management team is housed as part of the Support Services division within the Management Services Department. The Fleet Manager and their team are responsible for maintaining, reviewing operations, recommendations to, requesting purchases and/or leases for, and disposal of Thornton's fleet.

Thornton purchases or leases all the units within its' fleet. All purchased units are owned by Thornton, with units that reach their end of life being disposed of by Thornton through our auction service Vendor or as part of a trade negotiation with the OEM supplier. Thornton has contracted with Vendors for fleet maintenance services for its' owned and operated fleet since at least 1993.

Thornton's current fleet maintenance services contract is held by First Vehicle Services ("FVS") and FVS has held this current contract since 2008. The current contract has one (1) additional annual renewal option for continued service into 2023; however, the contract has a final expiration date that cannot surpass December 31, 2023, which is the basis for this solicitation.

B.2 GOALS FROM THIS RFP:

Thornton's desired outcome from this RFP is to find a Vendor that can meet Thornton's goals for fleet maintenance services. These goals include, but are not limited to:

- 1) Have a high level of fleet availability for usage by Thornton's end using Departments.
- 2) Sourcing experienced, qualified technicians that perform quality work.
- 3) Shifts consistently, fully staffed with technicians and appropriate support staff.
- 4) Controlling overall fleet maintenance costs, including repair/replacement recommendations on serviced units to Thornton's Fleet Manager.
- 5) Sourcing parts and outside services and controlling costs of said parts and services.
- 6) Provide a high level of service to Thornton's Fleet Management team, which in turn, provides service for the Thornton end using Departments.
- 7) Professional and constant communication with Thornton and its' Fleet Management team.

B.3 PREVIOUS CONTRACT SPEND:

Thornton has spent the following amounts on fleet maintenance services for contract and non-contract items since 2010. These numbers are only for context for the proposing Vendors on what is currently being spent by Thornton on these services.

Year	Amount	Year	Amount
2008	\$2,365,370.00	2015	\$3,356,982.88
2009	\$2,405,458.00	2016	\$3,385,855.12
2010	\$2,411,934.12	2017	\$3,485,550.08
2011	\$2,478,357.47	2018	\$3,704,618.61
2012	\$2,449,867.00	2019	\$3,909,300.85
2013	\$2,661,000.00	2020	\$4,312,451.82
2014	\$2,849,728.92	2021	\$4,526,730.73

B.4 AWARD LENGTH:

The initial award from this solicitation will be from the date of the final signature of the contract, until **December 31, 2033**. Each year within this time period shall be renewed by an amendment to the agreement or via a Purchase Order for the following fiscal year, provided that the following fiscal year has been reviewed and approved for funding appropriations by the Thornton City Council.

Thornton and the awarded Vendor will have the opportunity to reach a mutual agreement on renewing the contract for an additional five (5) year period, that will include a final termination date of **December 31, 2038**, unless terminated earlier by Thornton.

No further extensions or renewals shall pass this final termination date for service from the awarded Vendor, unless otherwise previously authorized in writing by the Thornton Purchasing Division. Upon the final expiration date of the agreement, Thornton reserves the right to continue services on a month-to-month basis with the awarded Vendor, if Thornton has yet to enter into a new agreement with a new or its current Vendor.

B.5 FUTURE TRANSITION PLAN:

Upon the conclusion of the final term from the awarded agreement from this solicitation, the Vendor shall be required to aid Thornton and the newly selected Vendor during a transition process for service to Thornton. This may include, but is not limited to, retention of staff, familiarization of Thornton's processes and levels of service required, etc.

Should the awarded Vendor refuse to aid in a transition process that negatively impacts Thornton's financial and operational duties, the Vendor may be considered in breach of the agreement. Should the awarded Vendor become the next awarded Vendor in a future solicitation, this item will be considered moot.

B.6 CURRENT QUANTITY OF THORNTON VEHICLES AND EQUIPMENT:

Thornton anticipates a continued growth of its fleet as Thornton itself grows. For perspective, during the previous RFP that was performed in 2008, Thornton had an estimated six hundred (600) units at that time.

Thornton's current fleet count as of August 17, 2022, is eight hundred and ninety-seven (897) units. This total fleet count includes vehicles and equipment that are considered both on contract and non-contract which are owned/leased by Thornton and maintained by the fleet maintenance services Vendor. Thornton anticipates an additional thirteen (13) units to arrive in 2023 that are currently on backorder with their manufacturers.

Thornton does not replace a set number of units each budget year. Vehicles are expected to be replaced prior to becoming a maintenance problem. Thornton uses industry standards to evaluate replacement of a unit, including but not limited to:

- Year of manufacturing
- Mileage
- Downtime during the life of the unit
- Accrued maintenance costs during the life of the vehicle

A complete list of Thornton's current eight hundred ninety-seven (897) units has been provided for the Vendor's reference to this RFP under separate cover and titled as "128-22 RFP Appendix No. 5 Thornton Total Fleet 08-30-22".

B.7 VENDOR HOURS OF OPERATION EXPECTATIONS:

Thornton currently operates the servicing of its' units over two separate shifts, morning and swing shifts, which have current operation hours of Monday through Friday, 6:00 a.m. to 11:00 p.m., excluding any Thornton observed holidays. Thornton shall consider these times to be a normal business hours.

All hours other than normal business hours shall be considered as After-Hours operating hours. This includes 11:00 p.m. to 6:00 a.m. Monday through Friday, weekends, and Thornton observed holidays.

In events that necessitate immediate repairs, such as weather events or critical equipment, repairs during hours other than normal business hours may be required of the awarded Vendor. Thornton's Fleet Manager shall develop with the awarded Vendor, an emergency response plan for the Vendor and its' employees to report to a site, should an emergency situation arise or be declared by the City Manager.

Key Vendor personnel may be required to be on-call during significant weather events and be reached within thirty (30) minutes of an initial call by Thornton. The Vendor's Key personnel shall then work to call in extra staff to Thornton fleet facility or repair site, or as agreed upon between the awarded Vendor and Thornton. The awarded Vendor shall maintain an After Hours call sheet of its employees and provide this sheet to Thornton's Fleet Management team upon request.

B.8 LOCATIONS OF SERVICES TO BE PERFORMED:

Thornton owns the property and buildings in which the work for these services will be performed. Thornton's buildings are as follows:

- 1) Fleet Maintenance Services ("Main shop")
1330 East 126th Avenue
Thornton, CO 80241
Number of Service Bays: Eighteen (18)
Purpose of site: Main fleet maintenance facility for repairs and includes offices for the Vendor's personnel.

- 2) Municipal Service Center ("MSC") Complex
8651 Colorado Boulevard
Thornton, CO 80229
Number of Service Bays: Two (2) (Positioned back-to-back)
Purpose of site: Remote work site, primarily servicing Parks and Recreation units for preventative maintenance and repairs, along with any other units assigned by the Thornton Fleet Management team

Thornton's main facility is the only facility, which at present, is primarily utilized for all fleet maintenance services. However, there is a plan for a minor renovation to occur at the MSC complex that is currently being considered and reviewed, which would allow for at least one (1) full time technician to be placed at the MSC, with adequate inventory for PM and minor repair parts. The technician(s) stationed at the MSC would still report to the Thornton Fleet Management, but the work performed would be for units stationed at the MSC, which primarily includes the Parks and Recreation department and the Utilities division vehicles, unless otherwise directed by the Thornton Fleet Management only.

Thornton may include future work sites located within new Thornton buildings and/or constructed areas as part of the overall development plans for the City. These potential future plans may include a smaller fleet maintenance facility in the northern districts of the City and/or an expansion of services at the MSC Complex. All future plans are hypothetical at this stage and are not definitive in nature until a need, plan, and appropriated funding arises. Any and all future plans that are enacted upon by Thornton during the resulting contract with the awarded Vendor shall be included in an amendment or change order to the awarded contract for the expansion of services.

B.9 VEHICLE CATEGORIZATION AND PRIORITIZATION:

Of the types of vehicles listed above within B.6, Thornton currently categorizes and prioritizes repairs of vehicles for its Main Shop into the following types of fleet units:

- 1) Emergency Response and Life Safety Equipment
 - a) Police Department patrol and detective units, Fire Department fire engines and chief (chief, deputy, battalion) units, and ambulances.
- 2) Environmental Services and Solid Waste
 - a) Front and automated side loader refuse units, as well as large item pick-up/removal units.
- 3) Infrastructure
 - a) Streets and Utility Operations units, including aerial bucket trucks.
- 4) Parks and Recreation
 - a) Mowers, trailers, and under G.V.W.R. 10,000 lb. units.
- 5) General transportation vehicles
 - a) "White" fleet – smaller units, such as Toyota Rav4, Ford F-150, etc.
- 6) Other units as designated by the Thornton Fleet Management.

Of the types of vehicles listed above within B.6, Thornton currently categorizes and prioritizes repairs of vehicles for its MSC Shop into the following types of fleet units:

- 1) Parks and Recreation
 - a) Mowers, trailers, tractors, and under G.V.W.R. 10,000 lb. units.
- 2) Utilities and Infrastructure units.
- 3) General transportation vehicles
 - a) "White" fleet – smaller units, such as Toyota Rav4, Ford F-150, etc.
- 4) Other units as designated by the Thornton Fleet Management.

Thornton reserves the right to make adjustments to the prioritization of vehicles based upon particular quantities of the fleet, a lack of redundancies within the fleet, and/or based upon seasonal needs such as mowers during summer months, and snow removal in winter months. The awarded Vendor shall develop, maintain, and report out the availability and downtime standards for these current categories. Thornton currently calculates downtime on a 24x7 basis.

The awarded Vendor may recommend different categorizations of Thornton's fleet units; however, Thornton shall only adopt a new categorization strategy if it is proven to be beneficial to Thornton's financial and operational needs.

B.10 FLEET MANAGEMENT SOFTWARE:

The Thornton Fleet Management team currently utilizes the AssetWorks FleetFocus FA® software solution for the entering and retention of Thornton's fleet records. These records include, but are not limited to, new vehicle entry, all new vehicle and PM costs, PM scheduling, parts and repairs inventory/recommendations/diagrams, and work orders.

The awarded Vendor from this solicitation shall utilize Thornton's subscription with AssetWorks' software as the official place of record for all Thornton fleet items, without exception. The Vendor may utilize their own system as a redundancy or "twin system", however, their own system shall not be a substitute for entry into the AssetWorks FleetFocus program that is utilized by Thornton.

If Thornton elects to change from its current software provider during the life of the eventual contract, the expectation shall remain of the Vendor to utilize Thornton's software system as the official place of record for all fleet items.

B.11 ADDITIONAL FLEET SOFTWARE:

Thornton does utilize additional software programs for diagnostics, diagrams for repairs, etc. in order to operate the fleet repairs required for all makes/models owned by Thornton. Thornton may periodically require the awarded Vendor to obtain additional licenses or software programs to achieve the required maintenance and operations of Thornton vehicles, however, Thornton will pay for all software costs that it requests of the Vendor to obtain on Thornton's behalf.

B.12 STAFFING LEVELS AND CERTIFICATIONS:

The awarded Vendor from this solicitation shall be expected to retain an adequate and defined level of staffing throughout the life of the resulting contract. The defined level of staffing shall be stated, determined by the proposing Vendor's proposed staffing and technician to unit ratio, and upon final approval by Thornton in a resulting contract. Thornton reserves the right to require additional staffing by the Vendor should the need arise during the life of the resulting contract.

The current technician staff that services of Thornton's fleet as of the publication of this solicitation, consists of fourteen (14) technicians, spread over both the morning and swing shifts. The current support staff that is included as part of the current solution, consists of:

- Two (2) parts room technicians
- One (1) Office Manager
- One (1) Office Administrator

- One (1) Fleet Supervisor
- One (1) General Manager

During the hiring process for any Vendor personnel, it shall be a requirement that at least one (1) of Thornton Fleet Management personnel sit on the interview committee, unless otherwise waived by Thornton. The Thornton Fleet Management personnel shall be a part of the entire hiring and review process for any Vendor personnel that would work out of a Thornton owned facility. Thornton shall retain the right to request the removal of any Vendor personnel it deems as unfit for their current position, including any safety or operational concerns to Thornton's fleet operations.

Prior to employment, the Vendor shall conduct background checks on all prospective employees and shall also agree to remove a prospective employee from potential employment upon request and direction by Thornton's Fleet Management team. It is expected that all employees of the Vendor shall conduct themselves in the utmost professional manner when interacting with any of Thornton's staff and while they are on Thornton's premises.

All technicians shall be required to have a valid Colorado Driver's License during their operation of Thornton units. Additionally, all employees who drive heavy equipment shall have a valid Commercial Drivers License (CDL) Class B, at a minimum. Copies of all licenses shall be provided to Thornton upon request.

Due to the nature of Thornton's fleet, Thornton is requesting that the proposing Vendors technician staff be Automotive Service Excellence (ASE) certified and remain current on their certification.

Thornton shall also require that a proposing Vendor also be able to retain on their staff at minimum, two (2) Emergency Vehicle Training (EVT) Level I technicians at all times, with the EVT Level 1 technicians also remaining current on their certifications. Thornton's preference is to have as many technicians certified in EVT Level 1 as possible to ensure that public safety vehicles can be worked on by any staff, at any point of either shift, morning or swing.

Thornton shall not separately pay for, nor reimburse the Vendor for any of the Vendor's employee trainings, certifications, etc., unless otherwise prior written authorization from Thornton's Fleet Management has been provided. This includes any trainings and certifications that are required to keep the Vendor's employees current and compliant with the award and resulting contract.

B.13 VEHICLE/EQUIPMENT PREVENTATIVE MAINTENANCE PROGRAM:

A preventive maintenance (PM) program shall be designed and established by Thornton, in accordance with recognized fleet management practices and shall meet the terms and conditions necessary to comply with the original equipment manufacturer's (OEM) specifications, or stricter warranties and recommendations and current industry standards.

The PM program that is established by Thornton shall be for all vehicles and equipment that are owned/leased and operated by Thornton personnel, with the responsibility of performing the PM work being conducted by the awarded Vendor. Thornton shall have the final authority on the PM program's operations, including modifications to the program, PM scheduling, and PM intervals on Thornton's vehicles and equipment. However, Thornton's desire is to have the awarded Vendor as a partner and resource for program improvements and suggestions that aid in an extension of vehicle life, reduction of costs for vehicles through proper maintenance, and an overall improvement for end using Agencies that the Thornton Fleet Management team serves.

Prior to a PM being scheduled, the Vendor shall coordinate in advance prior to the actual performance of PM work, with Thornton's Fleet Manager on the upcoming PMs. The Vendor will then notify Thornton's end using Agencies on what unit numbers are needing to be scheduled for service in advance prior to the actual performance of PM work. The Vendor will coordinate with the end using Agencies on when the unit is to be brought in for service and it shall be the responsibility of Thornton's end using Agencies to transport vehicles to Thornton's fleet maintenance shops for PM services that have been scheduled by the Vendor. Currently, Thornton receives this information from the Vendor and coordinates work approximately one (1) month in advance.

Thornton's intention for the PM program is that all vehicles and equipment shall be scheduled on a usage basis, with calendar time override. That is, each contract vehicle shall be scheduled for PM based on a usage limitation, or time since last PM, whichever occurs first. The current minimum standards for PM performed on Thornton units is 8,500 miles, 300 hours, or once each calendar year, whichever may come first.

All PM services and service intervals shall meet or exceed manufacturer's recommendations for such services, including time allotted and spent by a technician to perform the PM service. Thornton's expectation of the awarded Vendor's technicians is to perform all required PM service work within twenty-four (24) hours from the time the unit scheduled for service is brought into the repair shop, for all Thornton owned units, unless there are other significant deficiencies found by the technician during the PM that would warrant the vehicle as not roadworthy or unsafe to drive. Any such deficiency shall be recorded by the technician immediately into AssetWorks and an updated expected time of completion shall be sent to the Agency who operates the unit to notify the Agency of the delay.

Unit service intervals shall also depend on the type of oil used in a particular vehicle; however, it shall be noted that Thornton primarily uses full synthetic oil for all engines within its' fleet. The program is subject to approval and modification by Thornton's Fleet Management team.

Upon a completed PM by the Vendor, the Vendor shall complete and file an "Inspection Form" for each PM service performed on each vehicle or piece of equipment into Thornton's Fleet

Management software (AssetWorks). Upon completion of the PM work, the Vendor shall wash the exterior of the vehicle and vacuum out the interior of the vehicle. This cleaning performed will not including detailing of the unit. Upon completion of the cleaning and PM work, the Vendor shall notify the Agency that the vehicle has been completed and is ready to be released for duty.

All PM work shall be performed on Thornton owned/leased fleet vehicles listed in the separate document that is titled "128-22 RFP Appendix No. 5 Thornton Total Fleet 08-30-22", along with any vehicles that may be added to the contract fleet as a result of the Vehicle Replacement Plan and new appropriations from future years.

B.14 PARTS OPERATIONS AND SOURCING:

The awarded Vendor from this solicitation shall be expected to operate a parts room at Thornton's main fleet facility. The operation of the parts room shall consist of the staffing of parts technicians, contracting with and sourcing from OEM and non-OEM parts manufacturers and suppliers, maintaining an adequate level of parts at all times including both preventative and regular repair maintenance parts for all Thornton units, and continuously communicating with Thornton's Fleet Management on current stock levels.

Thornton expects the Vendor to have multiple or redundant supply options for the sourcing of parts, to reduce downtime on Thornton equipment that is incurred from a shortage of a particular manufacturer's supply. Upon a continual shortage of parts or a particular part, Thornton reserves the right to review the Vendor's supply chain sources to ensure that all options have been exhausted in attempting to source parts for Thornton's fleet.

Thornton requires the awarded Vendor to stock only new, unused parts in their parts inventory for use on Thornton's fleet of equipment. The Vendor shall not use refurbished or "remanned" parts and equipment on Thornton's fleet, unless prior written authorization is obtained from the Thornton Fleet Management.

All parts that are ordered become property of Thornton and shall not be on a consignment basis, unless otherwise authorized in writing by the Thornton Fleet Management and agreed to by the Vendor. Any part deemed as obsolete or no longer needed by Thornton's fleet, shall be disposed of by Thornton through the Purchasing Division's surplus program. All obsolete and unneeded parts shall be inspected and approved by Thornton's Fleet Manager prior to transfer to the surplus program.

Thornton will not act as a parts supply chain source for the awarded Vendor, including obtaining parts on behalf of the Vendor, unless otherwise directed in writing by Thornton's Fleet Management team.

The awarded Vendor shall also procure and install tires for all of Thornton's fleet of equipment. Thornton utilizes new tires on all light duty equipment and steer tires for medium/heavy duty equipment. Thornton does allow for the use of recapped and retread tires for the drive tires of Thornton's medium/heavy duty equipment, only.

B.15 PARTS INVENTORY, STOCKING, AND REPORTING:

As part of the commissioning of a new unit for a make and model of equipment that has not previously been in Thornton's fleet, the Thornton Fleet Manager shall obtain a recommended parts stock list from the equipment manufacturer. Once this list is obtained by Thornton, the Fleet Manager will immediately share and review the list with the awarded Vendor for all manufacturer recommended preventative maintenance and regular repair maintenance parts that are to be stocked by the Vendor in the parts room. Thornton reserves the right to add or delete parts from the manufacturer's recommendation list, should it best serve the operations of Thornton. The Vendor shall have from the time the list is received and reviewed with Thornton until up to thirty (30) calendar days from the date of the new unit being placed into service, to have the recommended preventative maintenance and regular repair maintenance parts stocked within the parts room at Thornton's main fleet facility.

Should the awarded Vendor not have a regular repair part available and in stock in the parts room, the Vendor is to have that part ordered and available within twenty-four (24) hours from the time it is noted on the open work order. Thornton's expectation of the awarded Vendor is to be able to report out to the Thornton Fleet Management team on a monthly basis, how often this requirement is met on a percentage basis. Thornton has the expectation of the awarded Vendor meeting the repair parts availability at a minimum of ninety-six percent (96%) level for the month observed.

The Vendor may be required to order parts for an immediate need from time-to-time. The Vendor shall make every effort to obtain the necessary parts via whatever means necessary, or as approved by Thornton's Fleet Management. This includes shipment of parts via overnight, next day air, and standard ground shipping in order to put a downed Thornton unit back into service as quickly as possible.

The awarded Vendor shall maintain a parts inventory min/max list at all times. This list shall contain a minimum reordering threshold point that shall trigger the Vendor to reorder parts from their supply chain, with the number of parts being reordered to the maximum amount set within the list. This list shall be reported out to Thornton's Fleet Manager every two (2) weeks, or as directed by Thornton's Fleet Management team. The min/max levels and items that are contained within the parts inventory list are subject to change at Thornton's sole discretion. The Vendor shall tailor the parts list to the different needs of Thornton, including but not limited to, light duty, medium/heavy duty, first responders, and environmental services.

Any part that is ordered three (3) or more times in a three month period, or is considered a special order part, shall be immediately flagged for consideration to be added to the parts inventory list with min/max levels to be set. Upon being flagged for consideration, the Vendor will notify the Thornton Fleet Manager of this occurrence and request a determination from the Thornton Fleet Manager on if the part shall be added and at what min/max level, or if it will not be added at that time.

Thornton will review and consider all recommendations made by the awarded Vendor for what and how many parts should be stocked for Thornton's fleet, however, the final determination on what and how many parts shall be with the Thornton Fleet Management team. If Thornton's Fleet Manager requests that a part be stocked by the Vendor, it will be stocked as soon as possible and at the level that the Fleet Manager states it is to be stocked at by the Vendor.

B.16 FUTURE STATE OF PM PROGRAM – OIL ANALYSIS:

The awarded Vendor may be requested to develop and implement an "in-house" oil sampling program for use as a diagnostic aid in determining service levels and intervals and in adjusting vehicle replacement schedules. Thornton does not currently have an oil analysis machine, but does outsource our oil analysis program. Thornton is actively looking into this as a future state with the awarded Vendor, once Thornton has exceeded one thousand (1,000) units.

The oil sampling program shall include, but not be limited to, the following:

- 1) All diesel drive and auxiliary engines every PM cycle;
- 2) All gasoline engines used in vehicles and equipment every PM cycle;
- 3) All transmissions, transaxles, etc. used in vehicle and equipment least annually;
- 4) Gear boxes, differentials, planetary gear assemblies, power take-off equipment used in vehicle and equipment at least annually;
- 5) Hydraulic systems for aerial lift devices, boom trucks, ladder trucks, etc. (exclusive of hydraulic brake systems);
- 6) Cooling systems for all vehicles and equipment as equipped, during each vehicle's annual PM service, at minimum.
- 7) Any vehicle so designated by Thornton's representative, which may or may not fall within the range of vehicles designated above.

B.17 PERIODIC VEHICLE AND EQUIPMENT PM WORK TO BE PERFORMED:

Thornton's expectation of the awarded Vendor is that once a vehicle is brought in for a periodic PM, that the PM work shall be completed within one (1) business day, unless there are other significant issues found by the technician during the PM that would warrant the vehicle as not roadworthy or unsafe to drive.

The following items, 1-11, are considered by Thornton to be a standard periodic PM performed on the majority of all of Thornton's units. These items may be subject to change as required or suggested by the awarded Vendor, but only if prior approval is received by Thornton's Fleet Management team. All items listed shall be remedied by the awarded Vendor prior to the release of the vehicle or equipment back into duty for Thornton's personnel to use.

The periodic PM work generally shall be as follows:

- 1) Safety Checklist:
 - a) All tires shall have their depth recorded and a minimum of 4/32 tread depth shall be maintained;
 - b) Rotation and balancing of tires;
 - c) All exterior and interior lights and gauges;
 - d) All fluid levels, including DEF when applicable;
 - e) Battery and charging system, including the cleaning of terminals and checking of cables;
 - f) Heating and AC system;
 - g) Exhaust system, including hangers and clamps;
 - h) Steering and suspension;
 - i) Frame, cross members and body joints drive shaft/u-joints;
 - j) Brake systems and linings, both hydraulic and pneumatic actuation; and
 - k) Windshield wipers.
- 2) Inspection of critical components (e.g. hoses, belts, etc.) and replace any worn or damaged components.
- 3) Change engine oil and oil filter.
- 4) Lubricate chassis, hinges, locks, etc.
- 5) Service emission controls.
- 6) Inspect brakes, record remaining life and/or replace worn, damaged, or leaking components.
- 7) Service cooling system (if needed).

- 8) Check and repair/replace deficient components of the vehicle's starter, alternator, and/or charging system
- 9) Inspect the vehicle's air cleaner element and replace as needed.
- 10) Inspect and report the vehicle's condition and appearance
 - a) Inspection shall include the vehicle's appearance, body damage, paint condition, rust, and the interior. Should the vehicle's condition or damage have a negative impact on Thornton's operations, a report shall be filed by the technician
- 11) Road test the completed unit for safety, satisfaction, and correct any deficiencies prior to releasing back into fleet.

If a unit is brought in for a scheduled periodic PM and additional work, damage, or deficiency is found that is outside of a normal periodic PM, the additional work shall be reported by the servicing technician. The technician shall open a **separate** work order to correct the deficiency. This separate work order shall be considered separate from the initial work order that was generated for the scheduled periodic PM work.

B.18 ANNUAL VEHICLE AND EQUIPMENT PM WORK TO BE PERFORMED:

The following items are considered a standard periodic PM performed on the majority of all of Thornton's units. These items may be subject to change as required or suggested by the awarded Vendor, but only if prior approval is received by Thornton's Fleet Management team. All items listed shall be remedied by the awarded Vendor prior to the release of the vehicle or equipment back into duty for Thornton's personnel to use.

The annual PM work generally shall be as follows:

- 1) All periodic PM work already listed above.
- 2) Service front wheel bearings.
- 3) Perform diagnostic code inspections.
- 4) Service the automatic transmission, including adjustment, fluid, and filter changes.
- 5) Tune the engine, if required under manufacturer's recommended guidelines or service intervals.

- 6) Test the vehicle's emissions, when applicable.
- 7) Inspect and test the vehicle's power operated equipment, in accordance with federal and state laws.
- 8) Perform all other statutory inspections and tests that may be required by federal or state laws.
 - a) All testing and inspections performed by the Vendor shall be done at the Fleet Maintenance facility and by certified and trained technicians.

B.19 ADDITIONAL ANNUAL PM WORK PERFORMED ON FIRE, EMS, AND AERIAL UNITS:

In addition to the annual PM work that has already been stated for all of Thornton's fleet, the following items shall be included as additional annual PM work for Fire, Emergency Management Services (EMS), and other aerial units.

The awarded Vendor shall coordinate, schedule, and provide support for the following:

- 1) To the Thornton Fire Department on all fire apparatus pump testing.
- 2) The annual aerial inspections and certifications for all ladder and platform equipment for Thornton's fire apparatus.
- 3) The annual aerial inspections and certifications for all other aerial (e.g. Altec brand) units, including but not limited to, Thornton Traffic bucket trucks, Thornton Forestry bucket trucks, etc.
- 4) Pre-PM inspections performed at the main fleet facility or at the fire station, for advance ordering of parts and materials to reduce downtime incurred on Fire trucks and ambulances, prior to the unit being brought in for actual servicing.
- 5) For each PM on Fire trucks and ambulance units, the Vendor shall also contract with a 3rd party Vendor for the decontamination of vehicle cabs and operational areas from carcinogenic materials incurred by the first responders during normal operations, including but not limited to, materials passed down from a firefighter's bunker gear.

B.20 PM WORK TO BE PERFORMED ON POLICE UNITS:

Thornton's Police Department (PD) contains a variety of units, from patrol to admin, to specialty vehicles.

Thornton's PD patrol vehicles have the basic PM work performed on their units, as would for any other Thornton light duty vehicle. However, unlike other light duty vehicles, the PD patrol vehicles are on a PM schedule that currently has each unit being brought in for standard periodic PM work every six to eight (6-8) weeks, with no regard for the number of miles or hours that are put onto the vehicle. This advanced PM schedule is due to the nature of the wear and tear that is put onto a patrol vehicle. This schedule is subject to change upon recommendations provided by the Vendor, based on oil system analysis recommendations, and the PD, and upon approval by the Thornton Fleet Management.

The Thornton PD fleet also includes vehicles that are used for Pursuit Intervention Technique (PIT) trainings for officers. These PIT vehicles are also maintained by the Vendor as part of a standard periodic PM maintenance. In addition, these units are also installed with specialty bumpers that are also part of the periodic maintenance of the vehicle.

Thornton does not have any current plans for additional specialty equipment for the PD fleet, such as specialty SWAT and Emergency Management units, however, Thornton reserves the right to pursue and purchase these units at a later date during the eventual contract.

B.21 DISPOSAL OF REFUSE, PARTS, AND FLUIDS:

The awarded Vendor shall be responsible for the disposal of all refuse, used or broken parts, and fluids, and shall not dispose of any items that violate federal, state, and local laws and statutes. The Vendor shall follow and adhere to all applicable federal, state, and local laws and statutes.

The awarded Vendor shall be responsible for all costs incurred and the scheduling of recycling and disposal of all batteries, wooden pallets, ferrous and non-ferrous metals, and liquids, including but not limited to, oil, antifreeze, transmission fluid, etc.

The awarded Vendor shall work towards recovery of any associated costs for parts and components, such as core charges.

The awarded Vendor shall make every reasonable effort to recycle and prevent excess items from being disposed of through refuse and landfill methods.

Thornton shall provide a refuse dumpster for all shop and office trash generated by the Vendor. The Vendor shall not dispose of any improper materials in the Thornton provided dumpster. Thornton shall also provide a storage area for all used batteries, metals, and fluids prior to disposal arrangements being made by the Vendor.

B.22 COMMISSIONING AND UPFITTING OF VEHICLES:

Upon the purchase and prior to the delivery of a unit/vehicle that is new to Thornton's fleet, the Thornton Fleet Management Team will notify the awarded Vendor of the impending addition to the Thornton Fleet.

Upon the delivery of the unit/vehicle and prior to the unit/vehicle being put into service and issued to the end using Thornton agency, the awarded Vendor shall:

- 1) Evaluate the unit/vehicle for road worthiness and complete an overall inspection
 - a) If the unit/vehicle is found to have defects or is not road worthy, the Vendor shall immediately notify the Thornton Fleet Manager in writing.
- 2) Install all applicable Thornton decals.
- 3) Install motor vehicle tags and licensing.
 - a) If a unit/vehicle does not have a permanent license plate and tags ready prior to being put into service, a temporary license plate and tag can be substituted until a permanent set is issued by Adams County, Colorado, and Thornton's Fleet Management.
- 4) Input the unit/vehicle into Thornton's asset management/fleet software unless otherwise already performed by the Thornton Fleet Management.

As part of commissioning a newly acquired unit/vehicle, the awarded Vendor's PM supervisor and the Thornton Fleet Manager shall jointly review and establish the PM program to be followed for that specific make and model of unit/vehicle. This shall include a complete list of PM parts that shall be provided by the Thornton Fleet Management Team within thirty (30) calendar days from the date of the unit being placed into service.

For all vehicles, the awarded Vendor shall have the ability to install decals and upfitting equipment, such as, light bars and radio equipment. This ability can be subcontracted by the Vendor through a third party upfitter, however, any subcontractor used for this particular work, shall be approved in writing by the Thornton Fleet Management team prior to use of the subcontractor.

For all Thornton Police patrol vehicles, Thornton retains the factory rear seat, once it has been replaced by a hard plastic, stain resistant seat. The Vendor shall coordinate the storage of the factory seat at a location designated by the Thornton Fleet Manager. These seats are currently stored at Thornton's main fleet facility.

B.23 DECOMMISSIONING OF VEHICLES:

For units/vehicles that have been determined to reach their end of life, the awarded Vendor shall decommission the Thornton unit/vehicle.

For the decommissioning of a unit/vehicle, the Vendor shall:

- 1) Remove all tags and licenses plates and submit them to the Thornton Fleet Manager.
- 2) Remove all decals and Thornton insignias.
- 3) Complete a final inspection of the vehicle and note all failings prior to submission to the Thornton Fleet Manager for disposal of the unit/vehicle through the Thornton surplus program.
- 4) Deactivation of the unit from Thornton's inventory and asset management software.
- 5) All former PD patrol vehicles to have the vehicle locks and ignition cylinder replaced for units that are submitted for auction or repurposed within the fleet. Vehicles that are considered a total loss after an accident must have all locks and ignition cylinders drilled out to prevent reuse.
- 6) PD patrol units and other defined units with **ballistic paneling** must have the panels removed prior to auctioning off for resale and/or accident disposal. Disposal of all ballistic paneling shall be in accordance with the directions provided by Thornton Fleet Management.

For all units/vehicles that sustain damage from an accident, Thornton's Fleet Management team has currently designated that the unit/vehicle to be at its end of life once the cost of repair exceeds eighty percent (80%) of the total current value of the unit/vehicle.

For all vehicles, the awarded Vendor shall have the ability to uninstall decals and upfitting equipment, such as, light bars and radio equipment. This ability can be subcontracted by the Vendor through a third party upfitter, however, any subcontractor used for this particular work, shall be approved in writing by the Thornton Fleet Management team prior to use of the subcontractor.

For all Thornton Police patrol vehicles, once the hard plastic rear seat has been removed from the decommissioned vehicle, the Vendor shall reinstall the original factory seat prior to the final disposal of the vehicle to the Thornton surplus program.

B.24 ACCIDENTS, WARRANTY WORK, AND OTHER OUTSIDE SERVICES:

The awarded Vendor shall input all warranty information of the unit/vehicle into Thornton's asset management software system. The Vendor shall maximize any warranty recovery efforts, when

possible or practical of a downed unit. This includes maintaining the current status of authorized warranty repair work and the manufacturer's status of the downed unit for multiple makes and models of multiple OEMs.

Thornton units/vehicles that have been in an accident, shall be brought in for inspection and repairs. The awarded Vendor shall contract with third party Vendors for the inspection and repair work on all accidents as deemed necessary by the Thornton Fleet Management. The awarded Vendor shall retain a minimum of four (4) local to Colorado, third party Vendors for this subcontracted work, however, any subcontractor used for this particular work, shall be approved in writing by the Thornton Fleet Management team prior to use of the subcontractor.

Thornton encourages the awarded Vendor to have more than four subcontractors available at any one time, in order to minimize costs and reduce the downtime of a Thornton unit/vehicle. Should the awarded Vendor issue a request for quote to the pool of subcontractors, the awarded Vendor will require the subcontractors to respond back by a specified date, to ensure a timely response and repair schedule is provided back to Thornton and the end using Agency for who the repairs are for. The awarded Vendor shall be responsible for transportation of any Thornton unit to the subcontracting Vendor.

The awarded Vendor will be required to contract and partner with other outside Vendors for non-repair, non-accident work, based upon general need and timeliness of customization.

The awarded Vendor shall provide detailed invoicing from all subcontractor work performed, including but not limited to, vehicle upfitting and repair work for insurance paperwork on Thornton owned units.

If a unit/vehicle has been deemed as a total loss and will not be sent out for repair work, then the awarded Vendor shall begin the decommissioning process on that unit/vehicle, per final approval by Thornton Fleet Management.

The awarded Vendor may be required to provide details and expert witness testimony for the Thornton Police Department based upon accidents investigations and potential equipment failure of Thornton owned units and/or private citizen incidents.

B.25 ADDITIONAL REQUIRED SERVICES:

The current administration of fuel sites will include the MSC facility and the Consolidated Services Center (CSC) which includes the main fleet facility. All fuel site administration shall be in compliance with all federal, state, and local laws, ordinances and requirements. The CSC is currently co-managed and jointly used between the City of Thornton and Adams 12 Five Star Schools.

Support of additional Thornton owned sites may be requested during the eventual agreement with the awarded Vendor, however this shall only be done after prior approval by the Thornton Fleet Management team and/or the Thornton Purchasing Division.

The awarded Vendor shall be required to coordinate all fuel services for Thornton Fleet units. The coordination of fuel services shall include, but not be limited to:

- 1) Placing orders on behalf of Thornton from a Thornton issued purchase order for fuels as directed by the Thornton Fleet Management team;
- 2) Database and fuel system entry/management;
- 3) Site system maintenance;
- 4) Assistance with any fueling of Thornton units, upon request,
- 5) Management of fuel tanks at the CSC and the MSC Thornton sites, including,
 - a) All federal, state, and local reporting of information/usage
 - b) Response to alarms and other Thornton assistance needs
 - c) Maintenance and repairs to pump locations
 - d) Spill containment supplies are readily available on-site at fuel tank locations

The awarded Vendor shall be required to provide a supply chain and conduct orders on behalf of Thornton for all replacement fluids required for the operation of Thornton fleet units. These fluids include, but are not limited to, transmission, windshield wiper, diesel exhaust fluid (DEF), brake, hydraulic, oil, etc.

The awarded Vendor shall be required to procure all necessary or Thornton approved requests for fleet facility tools and equipment for the on-going operations and maintenance of Thornton's fleet units. This includes all diagnostic software for perform repairs and maintenance.

B.26 ROADSIDE SERVICE CALLS:

The awarded Vendor shall be responsible for providing all regular and emergency road service calls for all Thornton fleet units. This service shall include the ability for the Vendor to travel to the downed Thornton unit and perform any repairs that are able to make the vehicle safely drivable and roadworthy to operate, such as, battery or tire replacement, common hoses, and coolant. The awarded Vendor shall keep the service truck stocked with all properly functioning tools and materials to complete road service calls placed by Thornton.

For instances in which a road service repair cannot be performed or another incident has occurred, the Vendor shall either operate their own tow trucks or maintain and manage a set of towing agreements to use to tow a downed Thornton fleet unit back to an assigned location for further diagnostics and repair work by the Vendor or to an authorized third-party repair facility. If a tow call is required, the awarded Vendor would be responsible for initiating the tow call, ensuring Thornton fleet unit is secured safely for transportation, and that the tow Vendor whom they have an agreement with performs the tow correctly.

Thornton Fleet Management retains the right to approve the towing of all units prior to the tow commencing. The Thornton Fleet Management team also retains the right to have the awarded Vendor have more than one (1) tow Vendor under agreement and to request particular tow Vendors be utilized.

B.27 WORK AREA CLEANLINESS:

The awarded Vendor shall maintain a clean and safe workspace (service bays and office space) for its' and Thornton's employees. This shall include keeping all floor areas free of debris, tools, spill and tripping hazards, waste, etc. This expectation shall be met continuously throughout the entire day and across all work shifts.

For all Thornton Environmental Services units that contain refuse and/or recycled materials, Thornton will make reasonable accommodations to empty these vehicles prior to scheduling of service on the vehicle for any service that would be needed for the refuse body portion of the vehicle. The awarded Vendor shall not turn any vehicle away for engine or front-end repair work, nor shall the Vendor turn any vehicle away without first receiving approval from the Thornton Fleet Manager.

B.28 PROGRAM RECOMMENDATIONS:

Thornton's desire is to have an awarded Vendor that is a partner and can provide recommendations to Thornton's Fleet Management team and the program.

Thornton is consistently reviewing opportunities for improvement in our operations, supply chains, and standardizations. Thornton's goal is to have an awarded Vendor assist Thornton with improving these areas for better efficiencies during the life of the agreement, in order to better utilize the fleet and funds that Thornton has in place for its fleet. This includes items such as recommendations on Thornton's life cycle replacement for planning on new vehicles, keeping a vehicle past its expected end of life ("creep vehicle"), specific reports and planning for supply chain fluidity, utilization of staff and facilities or "aces in their places", etc.

Thornton's Green Fleet Program is currently reviewing future states of infrastructure and vehicle technology that may be advantageous both environmentally and financially to Thornton. As

technology evolves, Thornton may seek recommendations from the awarded Vendor on additional types of trainings for newer technology. This may include trainings for technicians on hybrid and full electric vehicle repairs, upgrades to facilities and infrastructure needs, types/quantities of charging stations, and safety plans for electric vehicle battery storage and disposal.

As a training program recommendation and as part of a continuous level of training for its staff and technicians, the awarded Vendor shall maintain a training program and master training plan for all trainings to be completed by its employees. This master training plan shall be shared and accessible to the Thornton Fleet Management in order to ensure that all Vendor staff and technicians are up to date on all required certifications and any additional desired trainings the employees may have taken.

B.29 INSPECTION OF REPAIR WORK, QUALITY ASSURANCE, AND REWORK:

The awarded Vendor shall implement and maintain a Quality Assurance (“QA”) program for the life of the agreement. The QA program shall ensure that the repair, management, and maintenance of Thornton’s fleet shall be done to the highest performance standards. The Thornton Fleet Management Team shall be briefed on the Vendor’s QA program, with all Thornton Fleet Management Team recommendations and requests being incorporated into the QA program.

The QA program extends to the entirety of the awarded Vendor’s team, including technicians, parts specialists, office staff, and supervisory staff. The minimum QA program performance standards shall include:

- 1) Fleet availability/down time of vehicle or equipment;
- 2) PM performance;
- 3) Repair performance;
- 4) Parts availability; and
- 5) Timeliness and accuracy of report generation and dissemination.

Upon completion of repair work by the awarded Vendor’s technicians, the Vendor’s management team, General Manager, Supervisor, Lead Technicians, etc., shall inspect and/or approve the completed work to ensure it has been completed to a satisfying standard that adheres to the contractual agreement.

Prior to an approved, repaired unit being put back into service, the awarded Vendor is required to drive test the unit to ensure it passes all road worthiness aspects and is safe and fit for duty. This

includes checking items such as, but is not limited to, brakes, headlights, taillights, and other items that would be listed as part of a pre-trip checklist.

Thornton's Fleet Management Team reserves the right to inspect any repair work performed and/or approved by the Vendor to make a final determination on if the repair work meets or exceeds the standards for a satisfactory repair. Should Thornton find the repair work to be unsatisfactory, the Vendor shall perform the necessary rework on the fleet unit to make it satisfactory.

The Vendor shall also track, identify, and report to Thornton on multiple repairs for the same deficiency on the same unit and/or multiple instances of the same technician's work having to be reworked. If the rework is found to be caused by the Vendor's technician, the Vendor shall provide and document coaching and counseling of the technician to aid in the prevention of continued issues.

All rework that has been identified by the Vendor, or by the Thornton Fleet Management Team, will have the expectation to have the additional work performed by the Vendor at no cost to Thornton. Should a Vendor's technician conduct a repair of the vehicle but damage another component of the vehicle during the original repair, then the Vendor shall perform the necessary repairs to rectify the additional damage done by the technician, at no additional cost to Thornton. Temporary repairs and quick fixes are not subject to this provision.

B.30 QUICK BAY:

Thornton does not currently utilize a quick bay system; however, Thornton does have the capability/design of the main fleet repair facility to operate a quick bay system. Thornton does have the desire to have the awarded Vendor be capable of operating the quick bay with the assigned staff that is proposed.

The quick bay system would perform light repairs and PM work that would take less than one (1) hour to complete. Vehicles brought into the quick bay would be moved to the top of a priority list.

B.31 REPORTING AND KPIS:

All reports generated by the Vendor and sent to Thornton's Fleet Management team shall be in an electronic and usable format, with a preference to Microsoft Office (e.g., Excel) and Adobe products.

B.32 INVOICING REQUIREMENTS:

Thornton's Accounts Payable Division is the only division within Thornton that issues payments to Vendors who have submitted invoices. Thornton only issues payments from invoices and will not issue payments to Vendors off of quotes.

Thornton's standard payment terms are net thirty (30) calendar days after receipt of an invoice. All invoices submitted shall be emailed to AP.Invoices@ThorntonCO.gov. In lieu of email, physical copies may be submitted to City of Thornton – Accounts Payable, 9500 Civic Center Drive, Thornton, CO 80229-4326. Invoices sent to anyone other than Accounts Payable are not considered to be properly submitted and will not be paid until they are properly submitted.

B.33 FELONY DISQUALIFICATION:

The awarded Vendor shall not employ, retain, hire, or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to Thornton pursuant to this proposal **unless** the vendor receives prior written permission from the Director of Contracts and Purchasing. The Director may require that a fidelity bond, or such other assurance in such amount as deemed appropriate, be provided to Thornton as a condition precedent to the grant of such permission.

B.34 EMERGENCY 24-HOUR SERVICES:

Emergency twenty-four (24) hour service is to be provided by vendor at no additional cost and upon request by Thornton when it is required. Emergency service can include, but is not limited to, weather events and acts of God, emergencies as declared by the Thornton City Manager, and/or immediate service needs that would otherwise impact Thornton in a negative financial or operational manner. Once an emergency has been declared, the awarded Vendor shall mobilize their staff and resources to a level determined by Thornton that will adequately combat the emergency situation.

This emergency service includes live telephone answering by the Vendor's personnel, with the capability of immediately contacting operating personnel at all times. Recorded telephone answering service is not acceptable. The contact name, title, phone number, and email of the individual(s) to contact for emergency service shall be furnished and maintained by the awarded Vendor to Thornton's Fleet Management team. The awarded Vendor shall be required to respond to all emergencies within sixty (60) minutes after the initial notification by phone and email.

B.35 SAMPLES:

At the time of your initial submission, samples, are not being required; however, it should be noted that Thornton reserves at its sole discretion the right to request samples of Vendor reports, etc., from any proposing Vendor during the evaluation process of this RFP, including but not limited to, clarification on what is being proposed, evaluation to assist in pairing down viable candidates for award, etc.

B.36 VENDOR INTERVIEWS:

Thornton may elect to conduct Vendor interviews in order to clarify and answer additional questions. All interviews will be held at a physical/virtual location at Thornton's sole discretion and shall be at Thornton's sole decision if an interview is deemed as being necessary.

Thornton shall not compensate a proposing Vendor for any costs incurred by a Vendor that are related to a demonstration or interview conducted by Thornton during this RFP process.

B.37 VENDOR PERFORMANCE MANAGEMENT:

Thornton may administer a Vendor performance management program as part this proposal and resulting contract. The purpose of this program is to create a method for documenting and advising Thornton of exceptional performance or any problems related to the purchased goods and services.

The Vendor performance management program will include an annual business review of the previous calendar year's performance with the awarded Vendor and Thornton. This business review will include, but is not limited to, staffing, onboarding, repair

B.38 COOPERATIVE PURCHASING:

Thornton encourages the proper use of cooperative purchasing and reserves the right to make results of this solicitation available to other governmental agencies seeking like equipment, goods, or services. Other agencies using this solicitation must do so according to regulations established by their individual organizations and accept sole responsibility for its use. The terms and conditions of any resulting transaction shall be exclusively between the buyer and the seller. Buyers and sellers using this solicitation in a cooperative or "piggy-back" fashion, agree to defend and hold harmless Thornton from any dispute or action arising from its use.

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SECTION C: PROPOSAL QUESTIONS TO PROSPECTIVE VENDOR**C.1 INSTRUCTIONS FOR ANSWERING QUESTIONS:**

Your proposal response must specifically address each of the questions/issues that are listed from this RFP. The **quality and detail** of your responses, along with how closely your firm can meet or exceed Thornton's Scope of Work expectations from Section B, will be considered in the overall evaluation of your proposal. Proposers are encouraged to give examples and provide comprehensive information to support your compliance on each point.

All answers provided by the awarded Vendor may be incorporated into the final contract between the Vendor and Thornton as an additional exhibit or as part of a finalized Scope of Work.

C.2 PROPOSAL QUESTIONS:

Thornton has provided an additional Microsoft Word file under separate cover titled "128-22 RFP Appendix # 1 Proposal Questions 08-30-22". This document contains questions behind each RTM requirement for the Vendor to elaborate and explain their product on, as well as additional RFP questions. Thornton has provided this document as a Word file for the proposing Vendor's ease of entry of information and returning it to Thornton with their final proposal submission.

To standardize the format of all proposals for evaluation, Proposers are required to respond to all questions, to answer questions in the order given, and to list the item number and restate the question prior to giving their answer. Failure to comply with this requirement may result in your proposal being declared non-responsive.

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SECTION D: PRICING AND PROPOSAL ITEMS**D.1 PRICING INFORMATION:**

This section shall include a description of the proposed costs and prices. All pricing information shall be limited solely to this section of your proposal. This section should address all requirements set forth in Section B as well as any other items pertinent to your proposal pricing such as additional discounts for increased quantities, etc. The requirements have been developed to allow Thornton to uniformly evaluate prices submitted for the work. Accordingly, you should follow these instructions carefully and provide all data requested in the formats specified herein and in any referenced attachments.

Any omissions in this proposal shall be identified by each Vendor and incorporated into their proposal including any omissions for software, hardware, support etc. which is necessary to the success of the project and must be identified as a separate line item with pricing and included as part of this RFP. Thornton will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. Thornton reserves the right to purchase part or the entire proposal.

D.2 BEST AND FINAL OFFER:

Thornton reserves the right after review and evaluation of Vendors, including after all interviews and demonstrations that have been conducted, to go back to the "short list" of Vendors to conduct a Best and Final Offer ("BAFO"). The BAFO will be included as a final pricing evaluation tool by Thornton to aid in the award decision process.

D.3 COSTS:

Thornton shall not compensate any Vendor for any costs related to the completion and submission of their proposal, including document submissions and potential samples. Nor shall Thornton compensate any Vendor for any costs in relation to a potential interview with Thornton, including but not limited to, travel, time, IT related expenses, etc.

D.4 TARIFFS:

Thornton recognizes the ever-changing geopolitical climate and how this affects the Supplier's pricing. For the sake of convenience, all pricing submitted with this proposal shall contain all costs, including tariffs that are in place at the time of this proposal's posting.

If a during an awarded period with Thornton, the Supplier sees an increase in the steel and/or plastic prices due to tariffs, then the awarded Supplier is to document this change and submit it with their

requested pricing updates. No requested pricing update shall be allowed more than once in any given renewal period.

If during an awarded period with Thornton, the Supplier sees a decrease or elimination of the tariffs that are in place at the time of this proposal's publication, then Thornton will expect the awarded Supplier to immediately reduce their agreed upon pricing to Thornton by no less than what the reduced/eliminated tariffs had been set at.

D.5 ANNUAL PRICE UPDATES:

The awarded Vendor must hold the Bid prices quoted firm until after the twelve (12) months from the date of final contract signature, or December 31, 2024, whichever may occur last, which shall be referred to as the "initial contract period".

Upon the conclusion of the initial contract period the Vendor may request annual price adjustments for inflation based upon known publications and indices from the Bureau of Labor Statistics and the St. Louis Federal Reserve Economic Data (the "FRED"). Any such requested increase by the Vendor must be mutual agreed upon by both Parties for the increase to take effect during the following Thornton fiscal year or designated period.

Indices currently approved and used by Thornton are the following, with a link to each index that is current at the time of this solicitation:

- 1) For Technicians: The Consumer Price Index for All Urban Customers, Motor Vehicle Maintenance and Repair in U.S. City Average, series ID CUSR0000SETD.
 - a) <https://fred.stlouisfed.org/series/CUSR0000SETD>
- 2) For Office and Supervisory Staff: The Consumer Price Index for All Urban Wage Earners and Clerical Workers in U.S. City Average, series ID CWUR0000SA0.
 - a) <https://fred.stlouisfed.org/series/CWUR0000SA0>
- 3) For Parts and Materials Components: The Consumer Price Index for All Urban Consumers Motor Vehicle Parts and Equipment in U.S. City Average, series ID CUUR0000SETC.
 - a) <https://fred.stlouisfed.org/series/CUUR0000SETC>

Proposing Vendors may propose alternative price indices to be used, should they be awarded, however, Thornton shall have its sole discretion as to what index or indices are used when awarding and contracting.

Any Vendor pricing update requests that are outside of these indices shall be based upon documented price increases and must be independently verifiable by Thornton. Price increases based upon magazines, websites, or other publications that require a paid subscription to be paid by Thornton shall not be allowed.

If a price index, commodity, transportation, labor, or any other cost that is incurred by the Vendor, results in a decline of cost to produce product sold to a requesting municipality, then the Vendor shall pass that savings on in the form of a reduced price in their pricing update request during the following period in which the reduction was first realized by the Vendor.

D.6 PROPOSAL ITEMS:

The pricing form for this RFP will be in a Microsoft Excel format, with a free-type ability for the Vendor to complete the form if there are any additional costs associated with your proposal. The form is under separate cover and is entitled "128-22 RFP Pricing Form 08-30-22". This form has been broken into two (2) separate portions:

- 1) All Thornton owned equipment including the Fire Department equipment, and
- 2) All Thornton owned equipment without the Fire Department Fire and Rescue equipment.
 - a) Fire and Rescue equipment does include fire trucks (apparatus, ladders, and pumps), ambulances, and dive/rescue vehicles.
 - b) Fire and Rescue equipment does not include standard fire vehicles, such as, battalion chief and support units that are standard cab and chassis (e.g., Chevrolet Tahoe). These would remain within the overall fleet and pricing consideration.

Proposing Vendors are to fill out the Excel document completely and return with their final proposal. Vendors may submit a supplemental cost proposal document that provides additional explanation on their proposal costs, however, if doing so, the proposing Vendor shall provide this document as a **separate** document and file, and it must be clearly marked, when uploading their final proposal to BidNet Direct.

Thornton shall not be liable for payment of end of year bonuses or other separate costs. A proposed price for employee salaries or hourly wages shall be an all-inclusive price that includes all costs paid to or on behalf of the employee by the proposing Vendor.

Any prices not stated by the Vendor within this pricing form shall be considered by Thornton to be inclusive of the pricing that has been provided by the Vendor, with the only exception being that of future services that have not been created or available for offer by the Vendor.

SECTION E: PROPOSAL INSTRUCTIONS, EVALUATION, AND AWARD**E.1 PROPOSAL POSTED LOCATIONS:**

This Request for Proposal (RFP) has been posted publicly to the following locations:

- BidNet® Direct: www.BidNetDirect.com
- Thornton's Purchasing website: <https://solicitations.thorntonco.gov/solicitations>

Thornton currently uses BidNet Direct® and its own website to distribute official records for all copies of publicly posted proposals for viewing. Both websites operate as a free to view and download option for prospective Vendors.

Upon request by a Proposing Vendor, the Purchasing Division will also make this solicitation available for viewing at the Contracts and Purchasing Division office. The address for the office is located on the cover page of this RFP.

E.2 PRE-PROPOSAL CONFERENCE:

A pre-proposal conference will be conducted the date and time listed in the Schedule of Events on the cover page. The proposal Scope of Work will be reviewed and discussed at this time. The location of the pre-proposal conference is as follows:

**City of Thornton
City Hall Training Room – 1st Floor
9500 Civic Center Drive
Thornton, CO 80229**

Upon the initial review of the proposal Scope of Work, Thornton will provide a job walk at both the main fleet facility and at the MSC. Thornton will attempt to provide transportation to both sites, provided there is enough space on the Thornton owned transportation unit. Vendors who wish to attend the Pre-Proposal Conference should email their intention on attending this meeting, along with the number of requested participants from their firm to the Buyer of Record, no less than three (3) business days prior to the Pre-Proposal Conference.

E.3 PROPOSAL QUESTIONS:

Thornton shall not be bound by and the Vendor shall not request or rely on any oral interpretation or clarification of this RFP. Therefore, any questions regarding this RFP are encouraged and shall be submitted in writing by email to the Buyer of Record listed within this RFP.

Questions received up to deadline to submit question in the Schedule of Events will be answered in writing per the Schedule of Events. Answers to questions from any Vendor will be provided to all Vendors via a written addendum.

E.4 ADDENDA:

In the event it becomes necessary to revise, change, modify or cancel this RFP or to provide additional information, addenda will be issued and made available on BidNet® Direct and on Thornton's website. Changes, clarifications, and answers to RFP questions that have been posted in a written addendum that affect or change the RFP's Scope of Work shall be considered as to have replaced and superseded the original proposal's Scope of Work.

It is the responsibility of the proposer/contractor to confirm that they have acquired all addenda related to this proposal and they have reviewed/ complied with the requirements therein.

E.5 SUBMISSION OF PROPOSALS:

Submission of proposals for this RFP may be done electronically through a Vendor portal (currently done via BidNet Direct®). Proposals can be submitted at www.bidnetdirect.com, but shall not be completely submitted later than the date and time indicated in the Schedule of Events.

If you experience problems with BidNet Direct®, please call 1-800-835-4603 for assistance. There is no charge by BidNet Direct® for this service.

Proposing Vendors who are unable to submit a proposal through BidNet®, may request to submit a physical copy of their proposal for consideration. A proposing Vendor shall email the Buyer of Record prior to the question due date listed in the Schedule of Events, for instructions on where and how to submit their physical proposal. All physical proposal submissions shall be submitted and recorded no later than the date and time indicated in the Schedule of Events.

E.6 DOCUMENTS FOR FINAL VENDOR SUBMISSION:

Proposing Vendors are to ensure that they're submission is complete and responsive prior to a final submission. As a reminder this RFP contains the following documents that will require completion by the proposing Vendor to be considered as initially responsive:

- 1) Appendix No.1 – Proposal Questions – Answers provided by the proposing Vendor
- 2) Appendix No.2 – Proposal Items
- 3) All additional technical information in support of your proposal
- 4) Section G.1 – Acceptance and Addenda Acknowledgement Form

- 5) Section G.2 – Sample Agreement Acknowledgement Form
- 6) Section G.3 – References and Authorization Release Form

It is not necessary for a proposing Vendor to submit this **entire** RFP document that has been provided by Thornton with the Vendor's response. **Only** the above-mentioned items are currently required with your proposal submission. Thornton reserves the right to request any clarification, ask any questions, or request additional documents that may aid in the evaluation of your proposal.

E.7 PAGE LENGTHS FOR FINAL VENDOR SUBMISSION:

Thornton is seeking proposals from qualified firms with proposals from prospective Vendors that contain relevant information, answers to proposal questions, pricing, samples, and other items that support that Vendor's proposal submission.

With this in mind, Thornton is requesting that proposing Vendors work to limit their submissions to one hundred (100) pages or less. This page count does not include samples of previous work, as those should be submitted/uploaded as a separate file.

E.8 CONFIDENTIAL AND PROPRIETARY INFORMATION

As a Colorado home rule municipality, Thornton is subject to and must comply with the Colorado Open Records Act ("CORA"), C.R.S. § 24-72-201 *et seq.* All Vendor submitted documents are subject to requests for public records pursuant to CORA. **Proposing Vendors must clearly identify within their submissions any information that is confidential and proprietary by marking such information as "Confidential" or "Proprietary" information.** Any information a Vendor marks as confidential or proprietary shall comply with CORA and any other applicable statute(s).

Prior to a final award and contract, Vendor submitted information that is contained within the proposal may be held by Thornton as confidential and proprietary at Thornton's sole discretion. **In accordance with CORA, upon the conclusion of a final award and contract, Thornton may, in its sole discretion, release any and all portions of Vendor submissions not marked as confidential or proprietary.** Thornton shall be held harmless from any claims arising from the release of confidential and proprietary information not clearly designated as such by the proposing Vendor.

In general, it is not acceptable to Thornton to mark information other than the following as confidential or proprietary:

- 1) Financial statements
- 2) Project financing data
- 3) Litigation history

- 4) Tax audit history
- 5) Client lists and references

Thornton does not generally find it acceptable to mark proposal pricing, or the entirety of your proposal, as confidential or proprietary. Failure to adhere to these restrictions may result in your proposal being deemed as non-responsive.

For more information about Thornton's processes related to CORA, including using Thornton's Public Records Request Form or for submission of a CORA request, please visit the website of the office of Thornton's City Clerk at <https://www.thorntonco.gov/government/city-clerk/Pages/default.aspx> or you can reach the Clerk's office by email at Clerk@ThorntonCO.gov or by phone at (303) 538-7615.

E.9 LATE PROPOSAL SUBMISSIONS:

Proposing Vendors are expected to allow adequate time to upload a complete submission for consideration through the electronic Vendor portal (currently BidNet Direct®). The Vendor portal will not allow a Vendor to modify, save, nor upload their proposal after the submittal date and time have passed. It is **highly recommended** that as a proposing Vendor you do not wait until the last minute to submit your proposal.

Late proposals will not be accepted. Sole responsibility rests with the proposing Vendor to ensure that its proposal is completely uploaded through the Vendor portal or is received in the Purchasing Office prior to the submission deadline. Proposals that are left in a "Draft" status in the Vendor portal will not be accepted by Thornton for consideration.

All physical proposals received in the Purchasing Office after the submittal date and time will be immediately rejected without consideration.

E.10 AWARDS:

Award is intended to be made on an "all or none" basis by Thornton.

E.11 ACCEPTANCE PERIOD:

Submissions in response to this proposal shall remain valid, with pricing firm and fixed, until an award has been made final to a proposing Vendor or at a minimum of one hundred twenty (120) calendar days from the time of submission, whichever date comes last.

E.12 EVALUATION OF PROPOSALS:

All proposals will be evaluated by a Selection Committee assigned by the City Manager, or his designee. Proposals shall be evaluated on the basis qualifications, experience, and the applicability of the solutions offered to meet Thornton's needs as they pertain to the Evaluation Criteria noted herein and in the context of best value received for the required goods and/or services. Note that any tools utilized by the Selection Committee in their evaluation process are only intended to facilitate the understanding of the submissions received and facilitate the member's ability to weigh the merits of each proposal. Therefore, any tools utilized by the Selection Committee have no binding effect on their vote or the final award made by Thornton as a result of this RFP.

In addition, other pertinent information which becomes available during the evaluation, interview, or negotiations may be considered in the evaluation. The committee may make a selection on the basis of the Proposals received or may choose to "short list" prospective firms for further consideration, which may include interviews and or negotiations.

The firm selected for the Award will be chosen on the basis of the apparent greatest operational and financial benefit to Thornton, and not necessarily on the basis of lowest price. The City Manager, or his designee, shall make the final determination of the firm selected.

E.13 EVALUATION CRITERIA:

Evaluation criteria for this RFP may include, but is not limited to, the following items:

- 1) Responsiveness to the needs of Thornton, including the time required to complete the implementation of the awarded Vendor's solution.
- 2) Responsibility of the proposing Vendor.
- 3) The written responses provided by the proposing Vendor to the Proposal Questions – Appendix No.1, and all clarification questions asked by Thornton during the RFP evaluation.
- 4) The proposing Vendor's submitted pricing – Appendix No.2.
- 5) The results of the Vendor's reference checks.
- 6) The results of any Vendor samples, demonstrations, and/or interviews from this RFP.

- 7) The degree to which the Vendor's proposal meets or exceed the needs as defined in the RFP, including any additional value-add items that will serve Thornton in the best financial and operational interests.
- 8) The agreeability of the Vendor to Thornton's terms and conditions and the ability to contract with the awarded Vendor.
- 9) All other applicable information and documents submitted by the Vendor and received by Thornton in the evaluation of the proposal.

E.14 POST AWARD PURCHASE ORDER:

A Purchase Order (PO) will be generated by Thornton's Contracts and Purchasing Division as a result of the award from this solicitation for the initial year of service. All future year purchase orders shall be conditional upon annual appropriation approval by Thornton's City Council. Thornton shall not be liable for any future charges from the awarded Vendor should the funding not be appropriated and approved by City Council.

E.15 STANDARD PROPOSAL CONSIDERATIONS:

Thornton maintains a standard set of RFP considerations and terms and conditions for RFPs that are non-federally funded and are not through a cooperative awarded process. These considerations are static between each RFP process. It is the sole responsibility of the proposing Vendor to have read all RFP considerations. A copy of these standard RFP considerations has been uploaded with this RFP document as a separate cover, titled as "128-22 RFP Appendix No.3 Standard Proposal Considerations 08-30-22".

The remainder of this page left blank intentionally.

SECTION F: SAMPLE AGREEMENT**F.1 SAMPLE AGREEMENT:**

A sample General Services Agreement (“GSA”) has been provided under separate cover as part of this solicitation and is titled as “128-22 RFP Appendix No.4 Sample Agreement 08-30-22”. This sample agreement has been provided to inform the proposing Vendor of Thornton’s terms and conditions expectation for the awarded Vendor from this solicitation. This sample agreement is subject to change at Thornton’s sole discretion.

The Vendor does not need to complete any of the information within the sample agreement as part of the initial proposal submission process. At Thornton’s sole discretion and as part of a final evaluation process by Selection Committee, the Buyer of Record may contact a proposing Vendor for any clarifications.

Any Vendor proposed deviations from Thornton’s terms and conditions must be submitted as a separate document and clearly marked by the Vendor when submitting their proposal.

The remainder of this page left blank intentionally.

SECTION G: REQUIRED VENDOR SIGNATURE FORMS
G.1 ACCEPTANCE AND ADDENDA ACKNOWLEDGEMENT FORM:

Vendor indicates acceptance of the following conditions:

- 1) City of Thornton Charter Section 7.4 prohibits Thornton from issuing a Purchase Order to firms which employ certain family members of employees unless the Thornton Council determines it is in Thornton's best interest. For the purposes of this Charter Section, a domestic partner shall be considered equivalent to a family member. The Vendor attests to the following:

No City Council Member, member of a board or commission, Municipal Judge, City Manager, City Attorney, or employee of the City of Thornton, or any such person's family member, domestic partner, or person assuming a relationship being the substantial equivalent of the above, has an existing or pending, direct or indirect, financial, pecuniary or personal interest in the proposing firm or this Invitation for Bid, except as follows: (list, if any) _____

- 2) The undersigned Vendor, having examined the Proposal Documents, and having full knowledge of the product and/or services requested and described herein, hereby proposes that it will fulfill the obligations contained herein specifications set forth; and that it will furnish all required products and pay all incidental costs all in strict conformity with these Proposal Documents, for the stated prices as payment in full. Yes No

- 3) I acknowledge receipt of any and all published addenda and a copy of the sample agreement as provided by Thornton : Yes No

- 4) I acknowledge that I have submitted all items and documents as required of the final proposal submission Yes No

Proposing Vendor's Name: _____

Submitted By (Printed): _____

Submitted By (Signature): _____

Title: _____

Date: _____

Telephone Number: _____

Email: _____



G.2 SAMPLE AGREEMENT ACKNOWLEDGEMENT FORM

Regarding Thornton's Sample Agreement, the undersigned Vendor acknowledges the following:

- 1) The proposing Vendor has received a copy of Thornton's sample Agreement. Yes No
- 2) All proposed exceptions to Thornton's sample Agreement and all proposed Vendor terms and conditions may be included as part of Thornton's final evaluation process. Yes No
- 3) All proposed exceptions or redlines to Thornton's sample Agreement by the Vendor, and all proposed terms and conditions have been uploaded with the Vendor's final proposal as a separate file and has been clearly marked as so. Yes No
- 4) If chosen for award, that Thornton may accept, reject, or negotiate all proposed changes to the terms and conditions of the sample Agreement and all other Vendor proposed terms and conditions. Should an Agreement be unable to be reached between Thornton and my firm, I acknowledge that Thornton retains the sole discretion to reject the award made and move to another Vendor for award and contractual negotiations. Yes No

Proposing Vendor's Name: _____

Submitted By (Printed): _____

Submitted By (Signature): _____

Title: _____

Date: _____

G.3 REFERENCES AND AUTHORIZATION AND RELEASE FORM:**REFERENCE AUTHORIZATION FORM**

By: _____, A Corporation
(Proposing firm) _____, A Partnership whose address is _____
An Individual (Circle One)

Proposing firm has submitted a sealed Proposal to the City of Thornton (Thornton) for this solicitation.

Proposing firm hereby authorizes Thornton to perform such investigation of proposing firm as Thornton deems necessary to establish the qualifications, responsibility, trustworthiness, and financial ability of the proposing firm. By its signature hereon, the proposing firm authorizes Thornton to obtain reference information concerning the proposing firm and releases the party providing such information named above and Thornton from any and all liability to the proposing firm as a result of any reference information provided.

Proposing firm further authorizes Thornton to discuss and release any and all information regarding the Proposing firm's performance on its forthcoming services related to this project or other past projects upon receiving a request for such information. Proposing firm releases Thornton from any and all liability associated with such a release of information.

Proposing firm further waives any right to receive copies of reference information provided to Thornton. A copy or facsimile of this executed Reference Authorization and Release Form may be used with the same effectiveness as an original.

Proposing Vendor's Name: _____

Submitted By (Printed): _____

Submitted By (Signature): _____

Title: _____

Date: _____

SECTION H: AUTHORIZATION FOR SOLICITATION POSTING**H.1 PURCHASING MANAGER FORM:**

All communications regarding this solicitation shall be directed to the Buyer of Record listed within this solicitation in Section A.2 – Buyer of Record.

This solicitation has been reviewed and approved for a public posting by the Thornton Purchasing Manager.

Megan deGrood, CPPB
Purchasing Manager