



City Hall - 2nd Floor
 Purchasing Division
 9500 Civic Center Drive
 Thornton, CO 80229-4326

Request for Quotation (RFQ)

**RFQ No. 128-23
 Police Weapons Evidence Storage**

SCHEDULE OF EVENTS

• RFQ Issued	02/16/2023		
• Job Walk/Pre-Proposal Meeting	02/24/2023	9:00 A.M.	Local Time
• Deadline to Submit Additional Questions	02/28/2023	11:00 P.M.	Local Time
• Response to Written Questions	03/03/2023		
• RFQ Due Date	03/08/2023	11:00 P.M.	Local Time

General Information:

The City of Thornton (Thornton) is requesting Quotations for purchase and installation of shelving that is capable of storage of weapons in the Thornton Police Department’s (TPD) evidence room.

Buyer Contact Information:

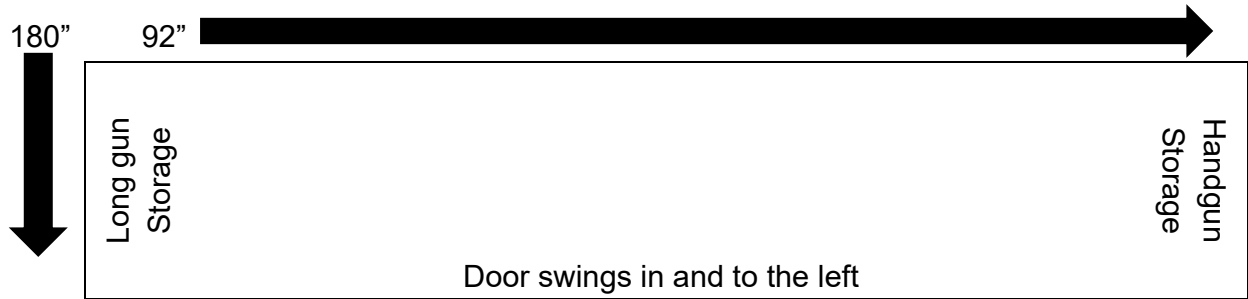
The contact information from the City’s Purchasing Office for this solicitation is as follows:

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

Note: Communications with anyone other than the Purchasing Division during the course of the solicitation may result in rejection of your Quotation. All questions, comments, and submissions regarding this Request for Quotation (RFQ) shall be addressed to the Buyer, not to the end user.

Current State:

The TPD has a current room designated with the Property Evidence Unit team for the storage of all firearms, including both long guns (e.g., rifles and shotguns) and handguns, within the TPD building. This designated room has a footprint of 180” x 92”, with a varying wall height of 144” on the rifle side, and 96” on the handgun side, due to utilities that run through the ceiling. A rudimentary diagram has been provided below of the evidence room, and its current configuration in which these weapons are currently being stored. This room is a locked room, within a locked department, within a secure facility.



The current space and shelving are almost full of weapons, with no additional abilities to expand the shelving units, as the TPD is currently holding 908 total firearms, which includes 668 handguns and 110 long guns.

Currently, handguns are being stored in either gun boxes (2" x 8.5" x 14") or unboxed in drawered storage cabinets, while long guns are being stored in rifle boxes (49" x 7" x 2.5") or unboxed on a 2' x 4' shelving.

Scope of Work:

Thornton is seeking a Vendor to provide a storage solution that is capable of providing adequate storage based on this room's current footprint limitations, along with the installation of said solution. It is Thornton's belief that with a proper storage solution, a Vendor can provide us with a greater ability to store more weapons, as that is the desired outcome. Two goals from this solicitation are that:

- 1) Proper shelving for handguns will be able to store at a minimum, one thousand (1,000) handguns; and
- 2) Proper shelving for long guns can be secured and increase the amount of long gun storage capacity for Thornton.

Proposing Vendors are to note that because of this room's location, a solution proposed by a Vendor does not need to include locks. Thornton may also be interested in an "open" concept storage solution that is proposed by a Vendor, which includes the possible elimination of cabinet doors.

A proposing Vendor would be allowed to use as much of the wall space that is available and reachable for their storage solution. Thornton's goal from this solicitation is to find out from the Vendor community what their recommendations are as a best solution to this space storage issue.

Thornton does realize that proposing Vendors may have different solutions available to them to fill Thornton's needs. Vendors who only sell a product but subcontract the installation to a third party, will be allowed to propose their solution. Should a Vendor's proposed solution include their product but with a third-party installer, the proposing Vendor will need to identify to Thornton in their proposal who this third party is, and that proposing Vendor will serve as the "Prime" Vendor. The Prime Vendor shall be responsible for any issues with the product itself, and for any workmanship issues with the installation, including but not limited to, any remedies to poor workmanship, warranty claims, insurance coverage, etc. Thornton shall not contract separately with any subcontractor on this Project.

Proposing Vendors should note that any Vendor who proposes only a product and does not provide a solution for installation, may be considered as non-responsive to this solicitation.

Product and Workmanship Warranty:

As part of this solicitation, the Vendor's solution shall include the following warranties:

- 1) Physical product shall be warranted for no less than one (1) year from the date of installation of the product.
- 2) Labor for installation of the product shall include at least one (1) year of workmanship warranty.

If a proposing Vendor's warranty coverage exceeds these coverage periods, they may provide this information as part of their proposal for consideration.

F.O.B. Point:

Items will be delivered and installed as F.O.B. Destination at the following location:

**Thornton Police Department
9551 Civic Center Drive
Thornton, CO 80229**

Job Walk/Pre-Bid Meeting:

A job walk/pre-bid meeting will be provided by Thornton, as we believe it is in our best interest to allow a prospective Vendor to view the space that they will be finding a solution for our needs via an in-person job walk. This is not a mandatory requirement for providing a bid but is **highly recommended**.

As this is a secure facility, Thornton will require an email to the Buyer of Record at least one (1) business day prior to the job walk to ensure that we have adequate coverage to escort your firm to the prospective job site. The job walk/pre-bid meeting will be conducted as per the Schedule of Events at the following location:

**Thornton Police Department
9551 Civic Center Drive
Thornton, CO 80229**

Vendor Questions:

Vendor Questions will be collected by the Buyer and answered via an addendum that shall be sent to all participating Vendors according to the Schedule of Events listed above.

Proposal Submission:

Quotations are to be submitted no later than the time and date listed within the Schedule of Events listed above. Quotations shall be submitted via BidNet®.

A proposing Vendor may submit multiple options for pricing or service; however, it is the **Vendor's** responsibility to present Thornton with the option the Vendor believes will best suit Thornton's needs and that Vendor **shall state** what the best option being presented is to Thornton.

Pricing and Instructions:

All prices shall be firm and fixed until an award has been made by Thornton. If extended unit pricing does not match total bid price, then unit pricing shall govern final evaluation amount. No changes to price shall be acceptable without first written authorization by the Contract and Purchasing Division.

Standard Proposal Considerations:

Thornton maintains a standard set of proposal considerations and terms and conditions for proposals that are non-federally funded and are not through a cooperative awarded process. These considerations are static between each proposal process. It is the sole responsibility of the proposing Vendor to have read all proposal considerations. A copy of these standard proposal considerations and terms and conditions has been uploaded with this proposal document under a separate cover as "128-23 RFQ Appendix No. 1 Standard Proposal Considerations".

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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Quotation Form

(All Quotations must be submitted on this form)

Note to Vendors: All pricing provided shall be considered as a delivered price. Both pricing and delivery time will be taken into consideration when evaluating this bid.

	<u>DESCRIPTION</u>	<u>EXTENDED PRICE</u>
1.	Vendor's Storage Solution (Product Only)	\$ _____
2.	Installation Costs	\$ _____
TOTAL PROPOSED COST		\$ _____
Shipping and Installation Schedule (Number of Days Until Product is Ordered, Delivered, and Installation Is Complete)		_____ Days
Proposed Make:		
Proposed Model, Item, or Part Nos.		
Have you submitted all product literature, including information on software?		Yes or No (Circle One)
Standard One (1) Year Warranty submitted with Quotation		Yes or No (Circle One)
Warranty other than standard one (1) Year submitted with Quotation		Yes or No (Circle One)



ACCEPTANCE OF CONDITIONS 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 Bid Documents, and having full knowledge of the product requested and described herein, hereby proposes that it will fulfill the obligations contained herein in accordance with all terms, conditions, and specifications set forth; and that it will furnish all required products and pay all incidental costs all in strict conformity with these Bid Documents, for the stated prices as payment in full.

3. I acknowledge receipt of any and all published addenda: Yes No

4. My firm is claiming the Thornton Based Business Local Vendor Consideration: Yes No

Proposing Vendor's Name: _____

Vendor Representative (Printed): _____

Vendor Representative (Signature): _____

Title: _____

Phone Number: _____

Email: _____

Date: _____



City of Thornton Purchase Order Terms and Conditions:

Agreement Acceptance

Vendor's commencement of work on the goods or services subject to this Purchase Order or shipment of such goods, whichever occurs first, shall be deemed acceptance of this Purchase Order. Any acceptance of this Purchase Order is limited to the express terms contained on the face and back hereof. Any proposal for additional or different terms or any attempt by Vendor to vary, in any degree, any of the terms of this Purchase Order is hereby rejected. Vendor shall notify Thornton in writing within ten (10) business days if Vendor is unable to comply with any of the Purchase Order terms and conditions.

Termination for Convenience by Thornton

Thornton reserves the right to terminate this Purchase Order, or any part thereof, for its convenience. In the event of such termination, Vendor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease work. Vendor shall be paid a reasonable termination charge consisting of a percentage of the Purchase Order price reflecting the percentage of value earned prior to the notice of termination, plus actual direct costs resulting from the termination, if any. Vendor shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Vendor's suppliers or sub-contractors which Vendor could reasonably have avoided. Vendor shall not be entitled to profit or overhead on unperformed work.

Termination for Cause

Thornton may terminate this Purchase Order, or any part hereof, for cause in the event of a default by Vendor, or if Vendor fails to comply with any of the terms and conditions of this Purchase Order. Late deliveries, deliveries of products which are defective or which do not conform to this Purchase Order, or failure to provide Thornton, upon request, of reasonable assurances of future performance, shall all be causes allowing Thornton to terminate this Purchase Order for cause. In the event of termination for cause, Vendor shall be liable to Thornton for any and all damages sustained by reason of the default which gave rise to the termination.

Setoff

All claims for money due, or that become due, to Vendor from Thornton shall be subject to deduction or setoff by Thornton by reason of any claim arising out of this Purchase Order or any other transaction with Vendor.

Proprietary Information Confidentiality- Advertising

Vendor shall consider all information furnished by Thornton to be confidential and shall not disclose such information to any other person, or use such information itself for any purpose other than performing this Purchase Order, unless Vendor obtains written permission from Thornton to do so. This paragraph shall apply to all drawings, specifications, or other documents prepared by Vendor for Thornton in connection with this Purchase Order. Vendor shall not advertise or publish the fact that Thornton has contracted to purchase goods or services from Vendor, nor shall any information relating to this Purchase Order be disclosed without Thornton's written permission. Unless otherwise agreed in writing, no financial or technical information disclosed in any manner or at any time by Vendor to Thornton shall be deemed secret or confidential, and Vendor shall have no rights against Thornton with respect thereto, except such rights as may exist under patent laws.

Warranty

Vendor expressly warrants that all goods or services furnished under this Purchase Order shall conform to all specifications and applicable standards, will be of new manufacture unless otherwise specified, and will be free from defects in material and workmanship. Vendor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods or services; and that any goods will be adequately contained, packaged, marked and labeled. Vendor warrants that all goods or services furnished hereunder will be merchantable, will be safe and appropriate for the purpose for which goods or services of that kind are normally used, and will conform in all respects to samples. If Vendor knows or has reason to know the particular purpose for which Thornton intends to use the goods or services, Vendor warrants that such goods or services will be fit for such particular purpose. Inspections, tests, acceptance or use of the goods or services furnished hereunder shall not affect Vendor's obligation under this warranty, and such warranties shall survive any inspections, tests, acceptance, and use. Vendor's warranty shall run to Thornton, its successors, assigns, and customers, and users of products sold by Thornton. Vendor agrees to promptly replace or correct defects in any goods or services not conforming to the foregoing warranty without expense to Thornton when notified of such nonconformity by Thornton, provided Thornton elects to provide Vendor with the opportunity to do so. In the event of failure of Vendor to promptly correct defects in or to

replace non-conforming goods or services, Thornton, after reasonable notice to Vendor, may make such corrections or replace such goods and services and charge Vendor for the cost incurred by Thornton in doing so.

Price Warranty

Vendor warrants that the prices for the goods or services sold to Thornton under this Purchase Order are not less favorable than those currently extended to any other customer for the same or similar goods or services in similar quantities. In the event Vendor reduces its price to other customers during the term of this Purchase Order, Vendor agrees to reduce the prices hereof correspondingly. Vendor warrants that prices shown on this Purchase Order shall be complete, and no additional charge of any type shall be added without Thornton's express written consent. Charges included in Vendor's price include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating.

Force Majeure

Thornton may delay delivery or acceptance of goods or services occasioned by causes beyond its control. Vendor shall hold such goods or withhold such services at the direction of Thornton and shall deliver them when the cause affecting the delay has been removed. Thornton shall be responsible only for Vendor's direct additional costs in holding the goods or delaying performance of the services at Thornton's request. Causes beyond Thornton's control shall include government action or failure of the government to act where such action is required, strike or other labor trouble, fire, unusually severe weather, acts of war, or terrorism.

Patents

Vendor agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against Thornton or its officers, employees, agents, customers, or other vendors for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark, or appearance of goods or services furnished under this Purchase Order; and Vendor further agrees to indemnify Thornton, its officers, employees, agents, and customers against any and all expenses, losses, royalties, profits and damages, including court costs and attorneys' fees, resulting from any such suit or proceeding, including any settlement. Thornton may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by Vendor.

Independent Contractor

In the event that Vendor's obligations under this Purchase Order require or contemplate performance of services by Vendor's employees, or persons under contract to Vendor, to be done on Thornton's property, or property of Thornton's customers, the Vendor agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of Thornton.

Insurance

Vendor shall maintain all necessary insurance coverages, including liability and workers' compensation insurance.

Indemnification

To the fullest extent permitted by law, Vendor agrees to defend, indemnify and hold harmless Thornton, its officers, agents, and employees, from and against all liability, judgments, damages or losses which arise out of, result from, or are in any manner connected with the work or services to be performed under this Purchase Order, to the extent it is determined such liability, judgments, damages or losses were caused by the negligent acts, errors, or omissions of Vendor, any subcontractor of Vendor, or any officer, employee or agent of Vendor, or anyone else employed directly or indirectly by any of them or anyone for whose acts any of them may be liable and will pay to Thornton any expenses incurred by reason of such liability, judgments, damages or losses, including, but not limited to, court costs and reasonable attorneys' fees incurred in defending or investigating such claims. Such payments on behalf of Thornton shall be in addition to any and all other legal remedies available to Thornton and shall not be considered Thornton's exclusive remedy.

Changes

Thornton shall have the right, at any time, to make changes in drawings, designs, specifications, materials, packaging, time, or place of delivery, and method of transportation. If any such changes cause an increase or decrease in the cost or time required for the performance of the work or services under this Purchase Order, an equitable adjustment shall be made and this Purchase Order shall be modified in writing accordingly.

Inspection/Testing/Review

Payment for goods or services delivered under this Purchase Order shall not constitute acceptance thereof. Thornton shall have the right to inspect such goods or review such services or work product and to reject any or all of such goods or services which are, in Thornton's judgment,

defective or non-conforming. Goods rejected and goods supplied in excess of quantities called for herein may be returned to Vendor at Vendor's expense, and in addition to Thornton's other rights, Thornton may charge Vendor all expenses of unpacking, examining, re-packing and re-shipping such goods. In the event Thornton receives defective or nonconforming goods where it is not apparent on examination that they are defective or nonconforming, Thornton reserves the right to require replacement, as well as payment of damages.

Thornton shall have the right to require revisions or re-performance of services which are, in Thornton's judgment, incomplete, incorrect, or non-conforming.

Nothing contained in this Purchase Order shall relieve, in any way, Vendor from the obligation of testing, inspection, and quality control.

Entire Agreement

This Purchase Order and any and all solicitation documents referred to on the face hereof, unless noted otherwise, constitute the entire agreement between the parties.

Assignments and Subcontracting

No part of this Purchase Order may be assigned or sub-contracted without the prior written approval of Thornton.

Shipment

If in order to comply with Thornton's required delivery date, it becomes necessary for Vendor to ship by a more expensive way than specified in the Purchase Order, any increased transportation costs resulting therefrom shall be paid for by Vendor without reimbursement by Thornton, unless the necessity for such expedited shipping has been caused by Thornton.

Waiver

Thornton's failure to insist on performance of any of the terms or conditions of this Purchase Order, or to exercise any right or privilege, or Thornton's waiver of any breach hereunder, shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.

Time is of the Essence

Time is of the essence and if delivery of items or rendering of services required by this Purchase Order is not completed by the time promised, Thornton reserves the right, without liability and in addition to its other rights and remedies, to terminate this Purchase Order by notice effective when received by Vendor as to items not yet shipped, or services not yet rendered, and to purchase substitute items or services elsewhere and charge Vendor for any loss incurred.

Limitation on Thornton's Liability

In no event shall Thornton be liable for anticipated profits or for incidental or consequential damages. Thornton's liability on any claim of any kind for any loss or damage arising out of or in connection with, or resulting from this Purchase Order, or from the performance or breach thereof, shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim. Thornton shall not be liable for penalties of any description.

Non-Appropriation of Funds

In the event that Thornton's legislative body fails to appropriate funds for the continuation of a multi-term agreement for any fiscal year past the first fiscal year, Thornton may, at the beginning of the fiscal year for which its legislative body does not appropriate funds and upon thirty (30) Calendar days prior written notice, terminate this Purchase Order without penalty and thereupon be released of any further obligations.

Venue/Law/Statute of Limitations

This Purchase Order shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof or the work or services be provided hereunder shall be brought in the District Court, County of Adams, State of Colorado. Any action arising out or relating to this Purchase Order or the work or services to be provided hereunder asserted by Vendor against Thornton shall be brought within two (2) years from when the action accrues, pursuant to C.R.S. § 13-80-102 (h)

