



REQUEST FOR PROPOSAL (RFP)

RFP No. 193-23

CITYWIDE AUDIO-VISUAL TECHNOLOGY NEEDS FOR NEW CONSTRUCTION AND REMODELING PROJECTS

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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.

<u>Solicitation Item</u>	<u>Date</u>	<u>Time</u>
Proposal Issued	04/25/2023	
Virtual Pre-Proposal Conference	05/08/2023	11:00 A.M.
In-person Job Walk	05/11/2023	11:00 A.M.
Deadline to Submit Additional Questions	05/15/2023	11:00 P.M.
Response to Written Questions	05/19/2023	11:00 P.M.
Proposal Due Date	06/02/2023	11:00 P.M.

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 hardware and applicable software, and installation services for all technologies for new construction and existing buildings and/or rooms that are set to be remodeled which are owned by the City of Thornton.

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

B.1 CURRENT STATE:

Thornton benefits from our proximity to downtown Denver, the Denver International Airport, and the foothills of the beautiful Rocky Mountains, known to locals as the “Front Range”. Thornton is a home-rule city of almost one hundred fifty thousand plus (150,000+) citizens located northeast of Denver in Adams County, Colorado, which includes four (4) wards. Thornton is projected to become the 5th largest city in Colorado within the next few years, with population growth projections exceeding two hundred forty thousand (240,000) citizens by 2065. Thornton is currently governed by an elected City Council of eight (8) members and its operations are managed by a City Manager who serves at the pleasure of the City Council.

In anticipation of a continued population growth and need for expanded municipal services, Thornton has been building out our infrastructure, which also includes recent construction projects of Fire Station Numbers 1 and 7, as well as a new police training facility. In addition to the public safety teams, Thornton is in the process of building two (2) new libraries, one of which will be collocated with a new Community Center, which will pair well with our other recent new buildings, Trail Winds Recreation Center, our Active Adults Center, and a remodeling of the Margaret Carpenter Recreation Center. All of these buildings have been completed within the last four (4) years, with the exceptions of the Community Center and a new Police Shooting Range, which are anticipated for completion by the end of 2024. A new Fire Station Number 8 with conjoined northern service center, and a fire department museum are currently under consideration by the Thornton government for construction but has not been approved for funding yet.

Not only has Thornton been expanding out its new infrastructure footprint, but we have also been reviewing conference room technologies in existing buildings. In our review of current rooms, we have identified approximately sixty-five (65) conference rooms in these existing buildings that we would be seeking to remodel over the next decade, pending annual funding from the Thornton City Council. These conference rooms vary in size, shape, and location with a number of existing conference rooms not having any current technology already located within the room(s) themselves.

A list of these conference rooms has been included under separate cover as a Microsoft Excel spreadsheet, titled as, “193-23 RFP Appendix No. 1 Conference Room List”. More details on this spreadsheet will be discussed below in the Scope of Work.

B.2 GOALS FROM THIS RFP:

Thornton’s desired outcome from this RFP is to find a Vendor that can meet or exceed our goals as a partner on current and future technology installation and implementation needs. These goals include, but are not limited to:

- 1) An audio-visual/technology design expert that can provide expertise, advice, product suggestions, and feedback to Thornton personnel regarding a project's needs for both current conference room remodeling, future conference room remodeling, and future new construction projects.
- 2) A reliable avenue to purchase various hardware and any required software needs for said hardware for a project, with hardware for almost all projects being at a standard of quality of no less than prosumer or commercial grades.
 - a) Proposing Vendors are to note that proposing solely residential grade hardware and materials is considered unacceptable and may result in your proposal being deemed as non-responsive.
- 3) An installation expert that can provide design services.
- 4) An installation expert that can provide professional installation practices of technology products while also working cooperatively with other trade professionals (millwork, drywall, etc.), along with troubleshooting suggestions during an installation, with installation occurring in new and/or existing buildings.
- 5) A warranty expert and partner for items that malfunction but are still within their manufacturer or awarded Vendor warranty period.
- 6) An ability to assist Thornton to streamline and standardize conference room technologies, where appropriate, to create a simplistic and consistent design for end users. End users should be able to move from one (1) facility to another without needing to have additional knowledge of different technologies.

B.3 PREVIOUS PROJECT SPEND:

Thornton has utilized several different Vendors for various projects in the last few years. To summarize these projects, Thornton has spent the following amounts on conference room upgrades, remodels, and technologies for new buildings since 2015. These amounts are reflective of amounts spent directly with a Vendor, and do not reflect any amount spent with a General Contractor of a construction project, in which the GC acted on Thornton's behalf.

The numbers below are only for context for a proposing Vendor on what has been currently spent by Thornton on these services and do not guarantee an annual amount to be spent with the awarded Vendor from this solicitation.

Year	Amount	Year	Amount
2015	\$20,775.93	2016	\$12,540.00
2017	\$34,199.00	2018	\$136,701.44
2019	\$2,825.00	2020	\$701,992.65
2021	\$99,435.12	2022	\$185,427.00

B.4 BUDGETARY REQUIREMENTS:

The current 2023 budget for conference room technology upgrades has currently been set at fifty thousand (\$50,000.00) dollars. Thornton has a desire for this funding to be used for up to five (5) conference rooms, however, that will be determined upon reviewing the proposing Vendor's proposals and pricing. All future years of conference room remodeling are subject to annual appropriation review and approval by the Thornton City Council.

Thornton has no set budget for future construction projects, as all future construction projects are also subject to funding appropriation and approval by the Thornton City Council.

B.5 AWARD LENGTH:

The award from this solicitation will be from the date of the final signature of the contract, until **December 31, 2033**. No further extensions or renewals shall pass this date for service from the awarded Vendor, unless otherwise previously authorized in writing by the Thornton Purchasing Division. Should the awarded Vendor be in the middle of a project during the expiration of the resulting agreement, the Vendor will be expected to complete the project in which they are working on for Thornton.

B.6 VENDOR INTERVIEWS AND PREVIOUS SOLUTIONS:

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 decision if an interview is deemed as being necessary.

Thornton also reserves the right to review a Vendor's previous solution or work that shows the end result of a successful implementation with a previous or existing Vendor client. The previous solution may be viewed at Thornton's sole discretion at virtually or at the client's physical location. It will be Thornton's sole discretion if this demonstration is deemed to be necessary during the evaluation phase of this solicitation.

Thornton shall not compensate a proposing Vendor for any costs incurred by a Vendor that are related to an interview conducted by Thornton, nor viewing previous solutions during this RFP process.

B.7 SCOPE OF WORK – GENERAL CONSIDERATIONS:

The following sections of Section B will detail the considerations that will be for each project that the awarded Vendor will be subject to. These sections include what a proposing Vendor should consider as:

- 1) Out of scope for all projects.
- 2) A general Scope of Work for all projects, including current and future conference room technology projects and future new construction projects
- 3) Specific Scopes of Work for two (2) new construction needs, which include:
 - a) A new Community Center that will be conjoined to the new library.
 - b) A new public safety shooting range.

B.8 OUT OF SCOPE FOR ALL PROJECTS:

The following known items shall be considered Out of Scope for the awarded Vendor during the resulting agreement, unless otherwise requested in writing by the Thornton Purchasing Division. Vendors who are submitting proposals should not consider the following items when constructing their proposals for submission:

- 1) Provision of and installation of major CAT6 (or similar) connectivity cables, including any “running” of such conduit and raceway.
 - a) Minor CAT6 (or similar) connectivity cables required by the Vendor’s equipment shall be at the awarded Vendor’s responsibility.
- 2) Provision of desktop or laptop computers.
- 3) Provision and installation of network switches.
- 4) Provision and installation of electrical power lines.

B.9 CONFERENCE ROOM SIZING CONSIDERATIONS:

For this solicitation and for future needs, Thornton has generalized conference rooms into four (4) different categories, based on a seating capacity within the room(s). These room sizes are to be

used as a guideline for Vendors, but may have some considerations should the room be of an unusual design/configuration.

These generalized sizes are as follows:

- 1) Small – Seating for up to eight (8) adults;
- 2) Medium – Seating for between nine (9) and fifteen (15) adults;
- 3) Large – Seating for between sixteen (16) and thirty (30) adults; and
- 4) Extra Large or Custom – Seating may exceed thirty (30) adults or be of a special design (e.g., stadium seating, non-rectangular, etc.).

B.10 MEETINGS, PRODUCT AND DESIGN RECOMMENDATIONS, AND DRAWINGS:

The Vendor who is awarded from this solicitation will be working in various locations within Thornton, including buildings that are undergoing remodels or are being constructed from the ground up. The Vendor will be responsible for various functions for the proper design and installation of their products for each project that Thornton engages with the Vendor on. Prior to the start of each project, the Vendor will provide a point of contact from their organization that will serve as the Vendor's Project Manager for that particular Thornton Project. That Vendor Project Manager will be responsible for continued dialogue and requirements from Thornton's Project Manager or Thornton assigned Contractor/Subcontractor for the entirety of the project.

The Vendor will be expected to meet with the End User Agency and the Project Manager ("PM") who is assigned to each project to ensure that the Vendor has a complete understanding of the needs of Thornton and the space in which they will be operating in. These meetings may be either in-person or virtual in nature, and they may include a general contractor who is assigned to a construction project, should the project be for a new building.

During and after such meetings, the Vendor shall coordinate with the PM on what Scope of Work ("SOW") recommendations the Vendor has for fulfilling the needs of the space in which they will be working in. Thornton's responsibility for new construction projects in which the Vendor is engaged with, will be to provide the Vendor with drawings and any particular information that will aid the Vendor in providing a positive outcome, including contacts with the assigned General Contractor, or other subcontractors to the project that may have to integrate with the Vendor's solution. The awarded Vendor will be required to provide drawings of the AV equipment so that the design and construction teams may coordinate project efforts on new construction projects.

The Vendor's SOW recommendations will include product hardware, software (if applicable), installation requirements including specific electrical or conduit requirements, and other recommendations and/or requirements that will ensure a positive outcome. Additional items that

may be required depending on the nature of the project, may include specific wiring for audio and visual products, configurations and/or drawings for specific product set-up, etc.

These recommendations should be clear and easy for Thornton to discern which products are going into what space. This includes the Vendor clearly labeling what room or rooms are being serviced and what individual components and quantities are being inserted into each room of the project. Thornton is seeking for these recommendations from the Vendor to be honest feedback and solutions for Thornton's needs on the space that the solution will go into, and not just a quick sale of product from the Vendor.

The Vendor may expect to have several revisions of their design that is submitted to Thornton until a final design is accepted by both Thornton and the Vendor. The finished design recommendation from the Vendor will serve as the basis for the technology and audio visual needs for that project in which Thornton is working on with the Vendor.

The finished design, once approved by both Thornton and Vendor, will include all final pricing that has been agreed upon, including descriptions of the products, the room(s) that they are being installed in, all installation costs, and an installation timeline. Once that has been approved, that final SOW recommendation and quoted pricing from the Vendor will then be turned into a purchase order by Thornton, which will then be sent to the Vendor. Upon issuance of a purchase order, the Vendor shall then be expected to complete the project for their proposed cost and within the timeframe in which they have stated. That timeframe will depend on a final coordination with the Thornton PM and, if applicable to a new construction, the General Contractor.

B.11 PRODUCT ORDERING AND STORAGE:

Thornton will provide as much information to the Vendor in advance of the installation that can be reasonably be done, as Thornton is acutely aware of supply chain issues that have occurred in the past several years with various technology Vendors.

Once a purchase order has been issued by Thornton, it will be the Vendor's responsibility to ensure that all products are readily available for the installation portion of the work that will be performed. The onus for ensuring supply chain issues do not disrupt the installation of the Vendor's solution for that project will be on the Vendor to manage. The Vendor is encouraged to order products as soon as is reasonably possible to guarantee that a project does not experience a delay in being completed. Documentation and insurance for stored materials will be required upon request for payment of ordered and stored materials. However, Vendors are to note that Thornton will not house, store, nor accept any products on behalf of the Vendor for any project, without first having written approval by the project's PM.

B.12 WORKMANSHIP EXPECTATIONS:

The awarded Vendor from this solicitation shall perform all installations in a professional manner. This includes maintaining all necessary insurance coverages for their firm for the entirety of the resulting agreement and being responsible for the equipment and environment in which they are working in.

Upon completion, the Thornton PM or assigned personnel shall perform a final walkthrough with the Vendor to ensure that the installation is clean and has been fully completed to the standards and satisfaction of Thornton.

Upon completion of an installation, the Vendor shall not have exposed wiring that presents tripping hazards or cords that could be caught by a passerby. All wiring, floor strips for connectivity to conference room tables, cords, and installation work shall be managed to ensure that they present a clean and positive aesthetic. Should a final walkthrough with the Vendor and the Thornton PM find an installation that has open holes where wire/conduit is run by the Vendor, uneven or improperly installed hardware, or have left an environment that is aesthetically “unpleasant” which may be considered as unfinished work, then the Vendor shall be required to complete any work found during the final walkthrough that is deemed as unfinished by Thornton, prior to any further payment by Thornton.

Should a Vendor be found to be responsible for damage to equipment, a building’s interior or exterior, furniture, or other items, whether it be due to negligence or accidental, it shall be at that Vendor’s sole cost to repair and/or replace all items that have been found to have been damaged by the Vendor during their time onsite at the Thornton project, unless otherwise absolved in writing by Thornton.

B.13 SUBCONTRACTING INSTALLATION:

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 3rd party, will be allowed to propose their solution. Should a Vendor’s proposed solution include their product but with a 3rd party installer, the proposing Vendor will need to identify to Thornton in their proposal who this 3rd 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.

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.

B.14 HOURS OF OPERATIONS:

The awarded Vendor should note that most of Thornton's existing buildings operate under normal business hours. This means that most buildings will be available for installations on Monday through Friday, excluding City holidays, from 8:00 a.m. to 5:00 p.m. Certain exceptions may be made by Thornton, depending on the project itself or personnel available for alternate times for the Vendor to enter a building and conduct an installation.

All times that are outside of normal business hours are to be considered as "after hours", should work be requested by Thornton of the Vendor.

B.15 INSTALLATION IN REMODELS AND NEW CONSTRUCTION:

The awarded Vendor shall assume that any installation occurring in an existing Thornton building that is being remodeled, as having the installation occur during normal business hours, unless otherwise requested or required by Thornton.

For installations occurring on new building construction sites, the Vendor will be required to coordinate with the Thornton PM and construction General Contractor on when the awarded Vendor's installation team will be onsite, including days, times, and rooms in which they will be present prior to their arrival. This is to ensure a safe workplace and an environment that is fully accessible for the Vendor to complete their installation.

For all new building constructions, the installation performed by the awarded Vendor shall coincide with a construction schedule on new facilities. The Vendor shall not delay occupancy of the building with installation services nor delivery of product. It is understood that the Vendor shall be required to install product when necessary to sequence construction activities and protect final equipment from damage. Damage to furnished buildings by the Vendor shall be the responsibility of the Vendor to remedy and repair to original condition and to Thornton's satisfaction.

B.16 TESTING AND TRAINING OF EQUIPMENT:

During the installation and prior to the final walkthrough with the Thornton PM or assigned personnel, the Vendor shall be responsible for ensuring that all equipment that has been installed by the Vendor, works as intended by the manufacturer and up to the standards required by Thornton. The Vendor will be responsible for ensuring that all audio-visual systems are electronically tested, tuned, connected, and aligned properly prior to a final project sign-off by the Thornton PM. Should a component not be functioning properly prior to the sign-off, the Vendor shall remedy the situation at their own cost, until it is satisfactory to Thornton.

B.17 PRODUCT AND WORKMANSHIP WARRANTY:

All warranties and their periods of coverage that are provided by the Vendor shall not begin until the project has been accepted by the Thornton PM. All warranties will be made out to the City of Thornton, Colorado, and should not be made in the awarded Vendor's name.

The Vendor's proposed solution and products sold to Thornton, shall include at a minimum, the following warranties:

- 1) Physical product shall be warrantied 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.

Thornton would be seeking the longest possible warranty coverage from a proposing Vendor, preferably with a warranty period of five (5) years, and this question has been asked in Section C, question H.1.

If a proposing Vendor's warranty coverage exceeds these coverage periods or the coverage periods designated by a product manufacturer, the Vendor should provide this information, as well as additional detailed answers, as an answer to the Proposal Questions. Answers provided by Vendors will factor significantly into Thornton's overall evaluation of a Vendor's proposal.

Should a proposing Vendor have exceptions to warranty coverage (e.g., wireless communications, customer "adjustments", etc.) then the proposing Vendor is to note that in their answer to the warranty question in Section C.

B.18 ESTIMATED QUANTITIES:

Quantities listed are Thornton's best estimate and do not obligate Thornton to order or accept more than Thornton's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply Thornton with its complete actual requirement of the materials specified in this proposal for the contract period.

B.19 FUTURE WORK CONSIDERATIONS AND PROCEDURES:

The agreement that results from this solicitation with the awarded Vendor shall serve as the basis for the agreed upon terms and conditions and general expectations for all projects under this award. For future work that includes a continuation of remodeling existing conference rooms and/or new construction project in which funding has been appropriated, the general process for the awarded Vendor and Thornton to follow will be:

- 1) An initial needs assessment and design meeting with the PM or Thornton personnel that is assigned to the project.
- 2) An initial Vendor recommendation and quoted SOW with pricing that reflects the agreement's pricing structure and requirements that is to be sent to the PM for review.

- a) Each Scope of Work shall contain at a minimum:
 - i) Detailed line-item pricing with units, descriptions, quantities, and how a Vendor's discount structure is applied for each item;
 - ii) Confirmation of the agreement's pricing structure having been utilized;
 - iii) Installation schedule;
 - iv) Any additional warranty information not already outlined in the agreement; and
 - v) Any additional special considerations regarding the job environment.
 - (1) Note, it is at this stage that the PM and the Vendor may have revisions of the Scope of Work, pricing, and any required drawings in order to reach a final satisfaction of Thornton's needs.
- 3) Once the PM finds the quote satisfactory, the PM will enter a requisition into Thornton's financial system for the finalized Scope of Work and pricing, which will flow to a Contracts/Purchasing Analyst in the Contracts and Purchasing Division for review.
- 4) Upon review and approval from Contracts and Purchasing Division, the Analyst will then create a Purchase Order based upon the finalized Scope of Work and pricing, which the Analyst will disseminate to the Vendor and the PM.
- 5) Should there be any further additional needs/revisions be necessary after the initial Purchase Order is created, the same process from steps 1-4 will be completed again for the additional needs/revisions.

B.20 F.O.B. POINTS – CURRENT AND FUTURE:

All proposed pricing quoted by the awarded Vendor shall be F.O.B. Destination, delivered, unloaded, and installed as required, to various locations within Thornton. A list of the current known locations can be found in the Excel spreadsheet of Appendix No. 1. 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.

B.21 DELIVERY CONSIDERATIONS:

Deliveries are to be made as soon as possible after orders are placed and are anticipated within an industry standard period of time, unless otherwise required by Thornton. An example for this may include ordering product well in advance for a new construction project to ensure that the product can be installed during the construction process.

Vendors are to note that not all Thornton facilities are equipped with loading docks for delivery acceptance, and a liftgate may be required for certain buildings, both current and future.

B.22 INVOICING REQUIREMENTS:

Thornton's Accounts Payable Division is the only division within Thornton that issues payments to Vendors whom 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.23 FELONY DISQUALIFICATION FOR PUBLIC SAFETY INSTALLATIONS:

The 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 for any project that includes work to be performed on or within a Thornton Public Safety agency (i.e. Police and Fire). 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.24 PROCUREMENT CARDS PAYMENT CONDITIONS:

Awarded contractors may be asked to have the capability of accepting Thornton's authorized Procurement Card as a method of payment. No price changes or additional fee(s) may be assessed when accepting the Procurement Card as a form of payment.

B.25 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.

B.26 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.

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 "193-23 RFP Appendix No. 2 Proposal Questions 4-25-23".

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.

The remainder of this page left blank intentionally.

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 TARIFFS:

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

If during the agreement with Thornton, the awarded Vendor sees an increase in component (e.g., steel, microchips, plastics, etc.) pricing due to tariffs, then the awarded Supplier is to document this change and inform Thornton of such instance.

If during the agreement with Thornton, the awarded Vendor 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 Vendor to immediately reduce their agreed upon pricing to Thornton by no less than what the reduced/eliminated tariffs had been set at.

D.4 PRICING AND LIST DISCOUNT PERCENTAGES:

Thornton is seeking hourly technician labor rates from proposing Vendors for future projects and/or product support that may be requested after a warranty period has expired. All labor rates stated by the Vendor shall be firm and fixed from the time of submission until January 1, 2026. After this date, the awarded Vendor may request an inflation price adjustment that is based upon and not-to-exceed the Denver-Aurora-Lakewood Consumer Price Index ("CPI"), however this adjustment must be mutually agreed upon.

A link to index that is current at the time of this solicitation has been provided below:

https://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUURS48BSA0,CU USS48BSA0

Thornton is seeking from the proposing Vendor to list what brands/manufacturers they represent for all audio-visual products, including displays, keyboards, speakers, microphones (ceiling mounted and free-standing), etc. These are to be listed within the Excel pricing form that has been provided under separate cover.

All price percentages quoted by the proposing Vendor shall be firm and fixed for the entire agreement with Thornton. In the event the market price on any item is reduced during the period of the resulting agreement, the awarded vendor shall reduce the proposal price to Thornton accordingly for that item(s).

All pricing is to be reflective of the Scope of Work and proposal questions listed within this solicitation. Do not include pricing in any other portion of your proposal.

D.5 REIMBURSEABLE EXPENSES:

Reimbursable expenses for travel, photocopying, and printing will not be applicable. All proposed Vendor rates shall be inclusive of standard office equipment, supplies, and travel incurred by the awarded Vendor during their service to Thornton. It is the proposing Vendor's responsibility to list all applicable employee costs for this project and any future projects. All items not itemized and listed by the proposing Vendor that are instrumental in completing any Thornton project, shall be at the cost to the Vendor and supplied to Thornton at no additional cost.

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. The form is under separate cover and is entitled “193-23 RFP Appendix No. 3 Pricing Form 4-25-23”.

Within this pricing form includes space for a proposing Vendor to include the following items that Thornton is seeking pricing and clarity on:

- The Vendor technician’s labor rate for
 - Standard hours.
 - After and holiday hours hourly rates.
- The Vendor’s proposed costs for products and installation costs for the immediate conference room needs of Thornton, which include:
 - City Development – Room # C150
 - Finance – Room # 3000B
 - Information Technology – Room # TBD (Lobby of IT)
 - MSC Admin – Room # Community Services Conference Room
 - Police – Room # 4082
- A complete list of manufacturers represented by the proposing Vendor including their percentage discount off of list pricing for that brand.
 - Should Vendors require additional cells, this is free-type sheet that you can add additional rows to.

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:

The Pre-Proposal Conference will be held via a Zoom virtual meeting room. Vendors who wish to attend the Pre-Proposal must email their request to attend to the Buyer, no less than one (1) business day prior to the Pre-Proposal Meeting. The Buyer will then send the requestor an email with the meeting link included the day before the pre-proposal conference.

E.3 JOB WALK FOR EXISTING CONFERENCE ROOMS:

A job walk is scheduled as part of this proposal to allow proposing Vendors an ability to see up to three (3) of the budgeted five conference rooms in-person for a more accurate pricing proposal. These conference rooms are of a more immediate need (e.g., 2023) and would be sought as the first conference rooms to be updated technologically.

These conference rooms are located at Thornton City Hall. Vendors are to meet in the lobby of City Hall at the date and time listed in the Schedule of Events and will be escorted by the Purchasing Analyst during this process. Thornton City Hall is located at:

**Thornton City Hall
9500 Civic Center Drive
Thornton, Colorado 80229**

Vendors are to note that these rooms are in working areas and Thornton will attempt to ensure that these rooms are available, however, if an impromptu meeting is being conducted in that room, it may be unavailable.

E.4 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.5 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.6 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.7 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) Section C.2 – Proposal Questions – Answers provided by the proposing Vendor.
- 2) Section D.6 – 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.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; and
- 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 will be made on an "all or none" basis. Discount percent must be shown for each item listed. Proposals submitted without individual item discount percent listed will be considered as non-responsive and rejected.

E.11 ACCEPTANCE PERIOD:

Submissions in response to this proposal shall remain valid until an award has been made 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 – Section C.2, and all clarification questions asked by Thornton during the RFP evaluation.
- 4) The proposing Vendor's submitted pricing.
- 5) The results of the Vendor's reference checks.
- 6) The degree to which the Vendor's proposal meets or exceeds the needs as defined in the RFP, including any additional value-add items.
- 7) The results of any Vendor samples, and/or interviews from this RFP.
- 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 not be immediately generated by Thornton's Contracts and Purchasing Division as a result of the Award from this solicitation. This Award shall allow Thornton to place orders on an as-needed basis for future years' worth of needs that may arise, based on City Agency actual needs. All future year POs 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.

The remainder of this page left blank intentionally.

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

A sample Technology Master Service Agreement (“MSA”) has been provided under separate cover as part of this solicitation. 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.

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 agreements 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.

Andrew Miskell, CPPB
Acting Purchasing Manager