



REQUEST FOR PROPOSAL (RFP)

RFP No. 195-23

SECURITY MANAGEMENT SYSTEM MAINTENANCE

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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	11/28/2023	
Deadline to Submit Additional Questions	12/14/2023	11:00 P.M.
Response to Written Questions	12/21/2023	
Proposal Due Date	01/08/2024	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 equipment, services, and support associated with current Thornton owned and future installations of either or any of the following security management systems: Milestone Video System, Hirsch Access Control Systems ("ACS") and Velocity software, InduSoft Human Machine Interface ("HMI"), JCI Victor Client, and VideoEdge.

SECTION B: CURRENT STATE AND GENERAL SCOPE OF WORK FOR ALL VENDORS**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 includes multiple city-owned facilities that have included within the building; security cameras, card access readers, “panic” buttons, servers, and other materials that comprise our security management systems. These current systems are comprised of a minimum of two hundred and sixty-five (265) cameras and four hundred and four (404) slots/streams, which allow for various Thornton End Users to view current conditions outside of their facilities and to review any incidents that occur. Thornton’s current video system also includes Dell servers for recording, Dell workstations for video viewing, and Cisco for networking hardware.

Currently, the Thornton Information Technology (“IT”) Division is the lead agency for repository of information, review of technology products, and is also the executive sponsor of this solicitation.

These security management systems are defined by Thornton as three separate systems/groups, which include the following:

- 1) Milestone Video Surveillance System
 - a) These products are used primarily by the Thornton Police Department.
 - i) Thornton Water Division at Thornton’s water plants
- 2) Johnson Controls (JCI) Victor Client and VideoEdge Surveillance systems
 - a) These cameras and systems are used primarily in all other City owned buildings and the Thornton Water Plants.
- 3) Hirsch ACS’s with Velocity software, and HMI systems
 - a) All Thornton Water Plants.
 - i. These sites utilize the video surveillance system mentioned above in # 2.

- b) All City owned buildings have an ACS only.
 - i. These sites utilize the video surveillance system mentioned above in # 2.
- c) The HMI system is primarily used by the Thornton Police Department.
 - i. The HMI system is the integration layer that connects the Milestone video surveillance systems and the ACS systems with the City's jail systems.

These security management systems are installed either during construction of a new building, during a remodel of an existing building by an incumbent Vendor, or as an ad hoc request for additional service. Upon the completion of the installation, the incumbent Vendor provides preventative service and maintenance of the systems, along with software licenses for the cameras, replacement parts and installation services, and new sequentially numbered proximity cards upon request by Thornton.

The incumbent Vendors are currently under an agreement with Thornton; however, this solicitation has been released due to the incumbent Vendors' current agreements with Thornton being set to expire on December 31, 2023.

From this solicitation, Thornton is seeking a certified security management system Vendor(s), who can provide the same types of on-call or as needed services, including but not limited to installation, maintenance and support services, providing software licenses, etc. Thornton will not consider other security management systems other than what has been stated within this RFP at this time. Vendors who propose security systems that are different than what is stated within this RFP may be ruled as non-responsive and not considered for further evaluation.

Proposing Vendors to this RFP may propose on one, or if they are able to do so, a Vendor may propose on providing services for multiple systems, including all three systems. If a Vendor is proposing on more than one system, that Vendor must address all the requirements of this RFP for all systems that they are proposing on, including scope of work, proposal questions, pricing, etc.

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 certified installation and support Vendor for one (1) or more of the current Thornton security management systems. These main goals are centered around Thornton's needs for full and complete support on a security management system(s), and they include, but are not limited to:

- 1) A security systems design expert that can provide expertise, advice, product suggestions, and feedback to Thornton personnel regarding a project's needs for current security systems, and future new construction projects that will require a security system.

- 2) A reliable partner that can aid Thornton's IT Division in maintaining and supporting Thornton's security systems, including servers associated with security systems.
- 3) An installation expert that can provide design services, including server designs, coding, and recommendations for new and existing security system services, as required by the Thornton IT Department.
- 4) A reliable avenue to purchase various new or replacement hardware and any required software needs for said hardware for a project.
- 5) An installation expert that can provide professional installation practices of security systems and products while also working cooperatively with other trade professionals (electrical, millwork, drywall, etc.), along with troubleshooting suggestions during an installation, with installation occurring in new and/or existing buildings.
- 6) A warranty expert and partner for items that malfunction but are still within their manufacturer or awarded Vendor warranty period.
- 7) An ability to assist Thornton to streamline and standardize security system 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 BUDGETARY REQUIREMENTS AND PREVIOUS ANNUAL SPEND:

All future years of service, maintenance and support, and possible expansion of the program or new construction projects are subject to annual funding appropriations review and approval by the Thornton City Council.

Thornton's annual spend is approximately thirty thousand dollars (\$30,000.00) for only the renewal licensing of the current systems. This amount does not include new building installations, additional warranty and repair/replacement costs, etc. This amount has been provided to the Vendor community as a baseline for expectations for all systems.

B.4 AWARD LENGTH:

The award from this solicitation will be from the date of the final signature of the contract, or January 1, 2024, whichever may occur last. The award period will extend until December 31, 2031. 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.

Upon the conclusion of Agreement with the awarded Vendor(s), the Vendors shall be required to assist Thornton in a seamless transition process from their award that is issued from this solicitation, to the next awarded Vendor(s) when a future solicitation or contracting process is done by Thornton. The awarded Vendors from this solicitation shall not withhold any data, software licensing, reports, etc. from Thornton during a transition process.

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 under the terms and conditions of their agreement with Thornton, including all annual maintenance and support licenses that are in the middle of their respective terms of coverage.

Should Thornton's Agreement with the Vendor terminate on the date listed above and Thornton has not found a suitable replacement of services from another Vendor, Thornton may request in writing that the Vendor continue the Service(s) on a month-to-month prorated basis for a continued use of the software and services, until a formal written notice of termination has been provided by Thornton.

B.5 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.6 SCOPE OF WORK – GENERAL CONSIDERATIONS:

The following sections of Section B will detail the general considerations that will be for each project for either security management system 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, including all Thornton responsibilities.

- 2) A general Scope of Work for all projects, including current and future security system projects for both additional camera requests, remodels, and future new construction projects.

B.7 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 to connect to a wall port or outlet shall be at the awarded Vendor’s responsibility.
- 2) Provision and installation of electrical power lines.
- 3) Thornton project responsibilities, which include:
 - a) Provision of network resources.
 - b) Provision of storage.
 - c) Provision of server resources.

B.8 MEETINGS, PRODUCT AND DESIGN RECOMMENDATIONS, AND DRAWINGS:

The Vendor(s) who are awarded from this solicitation will be working in various locations within Thornton, including buildings that require additional cameras or have existing cameras, 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. Ideally, Thornton would prefer to maintain the same central point of contact from the Vendor, with that point of contact operating as their Account Manager/Project Manager for all of Thornton’s needs. That Vendor Project Manager will be responsible for continued dialogue and requirements from Thornton’s Project Manager, IT Department, and/or Thornton assigned Contractor/Subcontractor for the entirety of a specific project.

All security system requirements and additional products shall be reviewed and approved by Thornton’s IT Department prior to the ordering and installation of any products (e.g., additional cameras, video servers, panic buttons, etc.).

The Vendor(s) 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 for new building construction or remodels, these meetings may include a general contractor who is assigned to a construction project.

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 may be required to provide drawings of the security system 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 other products (e.g., “panic” buttons), 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 location or room, and what is 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 security system needs for that project location/building in which Thornton is working 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 locations/rooms 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.9 PRODUCT ORDERING AND STORAGE:

Thornton will provide as much information to the Vendor in advance of the installation that can 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 Thornton PM.

B.10 SERVER EXPECTATIONS:

Proposing Vendors are to note that Thornton has an existing agreement in which it can purchase all servers through Dell. Thornton does not anticipate the need to purchase servers from the awarded Vendor, however, Thornton does expect the awarded Vendor to be able to provide recommendations and requirements of what a video server is expected to need for a security system.

Thornton's IT Department will review the Vendor's recommendations and requirements and upon mutual approval of these recommendations and requirements, purchase the server(s) through Thornton's own procurement avenue.

B.11 WORKMANSHIP EXPECTATIONS:

The awarded Vendor(s) 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 snag or tripping hazards or cords that could be caught by a passerby. All wiring, 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.12 HOURS OF OPERATIONS:

The awarded Vendor(s) 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.13 INSTALLATION IN REMODELS AND NEW CONSTRUCTION:

The awarded Vendor(s) shall assume that any installation occurring in an existing Thornton building that is being remodeled or is having cameras added to the location, 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 locations/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.14 TESTING AND TRAINING OF EQUIPMENT:

During the installation and prior to the final walkthrough with the Thornton PM or assigned personnel, the Vendor(s) 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 security systems are electronically tested, connected to Thornton's network, cameras aligned properly, and equipment programmed 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.15 PRODUCT AND WORKMANSHIP WARRANTY:

All warranties and their periods of coverage that are provided by the Vendor(s) 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.

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.

B.16 PROGRAMMING CODES AND PROJECT CLOSE-OUTS:

As one of the final steps in the project's process, the Vendor(s) shall turn over all programming and configuration codes to Thornton that are for equipment and system programming located at the jobsite. All codes shall become the property of Thornton and the Vendor shall not have a claim to ownership for any code. All codes shall be provided to Thornton via an electronic download that is easily accessible to Thornton (e.g., Microsoft Office/O365). Refusal or inability to turnover programming, configuration, or other codes to Thornton that are otherwise considered Thornton's property, may result in a termination of the eventual agreement.

After all requirements of the project have been successfully implemented by the Vendor, including installation, final testing of equipment, remediation of jobsite (if applicable), training of Thornton employees, provision of all software licenses and passwords, as-builts and drawings, asset reports, training materials, warranty information, remittance of codes, and any other items required by the Thornton PM for the Vendor complete at the jobsite, then the Thornton PM and Vendor may engage in a final project close-out.

Once a project is considered to be closed out, any outstanding invoices for that specific project will be paid by Thornton to the Vendor upon having been invoiced by the Vendor.

B.17 ONGOING SUPPORT POST-INSTALLATION AND CURRENT SYSTEMS:

The awarded Vendor(s) from this solicitation will be expected to provide ongoing support for the product that they install, and for the existing security management systems that Thornton has installed at its current locations. This support will include, but is not limited to:

- 1) Troubleshooting security cameras that are not streaming properly.
- 2) Onsite and remote assistance to resolve system issues.
- 3) Assisting with upgrading and configuring new/existing cameras.
- 4) Providing all configuration and coding information to Thornton staff upon the completion of any work.
- 5) Providing an annual full audit and report to Thornton's IT Department of all cameras, systems, and locations thereof.
- 6) Assisting Thornton staff in the creation of a business continuity plan for all required services.
- 7) Providing sequentially numbered proximity cards, upon request by the Thornton Human Resources, IT, or Building Maintenance departments.
- 8) Providing service, maintenance, and replacement parts for existing hardware that has been both installed by the Vendor, and for all existing security management systems located at Thornton facilities for the system in which you were awarded.
 - a) **Note to Proposing Vendors:** You will only be expected to provide this service and maintenance for the products in which you are awarded for. If you are awarded for the Milestone systems, you will not be expected to provide service for the JCI systems if you were not awarded for the JCI systems, and vice versa.

Thornton's expectation of the awarded Vendor(s) will be that for all service calls that occur during normal business hours and are not a scheduled preventative maintenance ("PM") call, the awarded Vendor will respond in the following timeline:

- Standard Service Call – Response time of less than four (4) business hours from time of incident being reported by Thornton.
- Critical Service Call – Response time of less than two (2) business hours from time of incident being reported by Thornton.

B.18 PREVENTATIVE MAINTENANCE WORK:

As part of the eventual agreement, the awarded Vendor(s) shall perform preventive maintenance on all Thornton cameras. For PM work, each interior camera and its supporting hardware, will be cleaned and adjusted a minimum of once per calendar year. For each exterior camera and its supporting hardware, these units shall be cleaned and adjusted a minimum of two (2) times per year. The majority of the PM work will be completed during normal business hours.

As part of the PM program, the Vendor shall perform, at minimum, the following tasks when servicing any of Thornton's cameras:

- Cleaning of dome
- Cleaning of housing and mounting hardware
- Ensure all set screws are tight/secure
- Check for wear and tear, providing notes
- Camera adjustment/aiming
- Any other special instructions from Thornton to be performed
- Cleaning of lens
- Spray out air dust and debris
- Checking for any loose wiring
- Check all seals for breaches
- Checking fans for proper operation

During the PM service, the awarded Vendor shall report all technician notes (e.g., repairs made, adjustments made, etc.) or issues and details regarding each issue found during service by the Vendor's technician, to the Thornton IT team via an email. Contact information will be provided by Thornton to the Vendor upon final execution of the agreement.

B.19 BUSINESS CONTINUITY AND MAINTENANCE PLANS, AND REPORTS:

The awarded Vendor(s) from this solicitation will be responsible for providing to Thornton an annual report of all cameras, serial numbers, locations of equipment, dates of installation, and dates of software subscription/renewals for all equipment that they install at a Thornton facility. This report shall be updated and provided to the Thornton IT team upon the installation of any new equipment, at the beginning of each calendar year to Thornton, or at any time that Thornton requests this report from the Vendor. This report shall be in an electronic format that is easily readable to Thornton, such as an Excel spreadsheet or Adobe PDF.

Thornton is also seeking for the awarded Vendor to be a partner with Thornton in the review of security management systems in whichever system the Vendor is awarded on. This partnership would include assisting Thornton staff with the creation of a business continuity plan, and a maintenance plan and/or cost for services for all systems and devices that are included in the system in which the Vendor has been awarded.

B.20 FUTURE WORK CONSIDERATIONS AND PROCEDURES:

The agreement that results from this solicitation with the awarded Vendor(s) 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 new construction projects, building remodels, or additional cameras and maintenance in which funding has been appropriated, the general process for the awarded Vendor and Thornton to follow should 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 deemed as 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.21 F.O.B. POINT:

All proposed pricing quoted by the awarded Vendor(s) shall be F.O.B. Destination, delivered, unloaded, and installed as required, to various locations within Thornton.

B.22 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.23 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.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. Vendors unable to comply with this requirement are asked to indicate such exception on vendor letterhead. This exception will be taken into consideration during the evaluation of the received proposals.

B.25 FELONY DISQUALIFICATION FOR PUBLIC SAFETY BUILDINGS:

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 Support Services 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.

The Vendor shall ensure that all staff that work on a jobsite that is specific for Thornton's first responders (Police, Fire, Rescue) shall obtain their Criminal Justice Information Systems ("CJIS") certification prior to setting foot on the jobsite. The Vendor shall ensure that all staff that obtain this certification and shall retain the certification should the staff be called back out to the jobsite for additional work.

Thornton shall not be liable for any training or certification costs incurred by the Vendor to maintain their staff's CJIS certification. All certification costs shall be carried by the Vendor.

This requirement extends to all Vendor technicians, installers, design team members, etc. This condition will not be waived by Thornton unless by written authorization by the Thornton Project Manager or Contracts and Purchasing Division.

B.26 VENDOR PERFORMANCE MANAGEMENT:

Thornton may administer a Vendor performance management program as part of 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.27 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 "195-23 Appendix No. 1 Proposal Questions 11-28-23".

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.

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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 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. If the Vendor does not request an increase, then the rate that is currently used will remain in effect until otherwise requested by the Vendor and 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, at what price percentage discount will be offered off of a Vendor's list price for security system equipment. 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.4 REIMBURSEABLE EXPENSES:

Reimbursable expenses for travel, mileage, photocopying, and printing will not be applicable. All proposed Vendor rates shall be inclusive of standard office equipment, supplies, mileage, 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.5 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 "195-23 RFP Appendix No. 2 Pricing Form 11-28-23".

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's following costs for the system in which they have proposed on:
 - Base server license
 - Per video camera (device) license
 - Per video stream license cost

- The Vendor's hourly labor rate for:
 - Design services
 - Other professional services

- The Vendor's technician's labor rate for repairs during:
 - Standard hours.
 - After hours and holiday hours hourly rates.
 - Labor rates shall be inclusive of all fees necessary for a properly working piece of equipment, including but not limited to, installation of necessary equipment, programming, travel, aiming of cameras, shipping, etc.

- The Vendor's per video camera (device) costs for the following, which are inclusive of all technician labor and materials costs:
 - Installing a new IP camera
 - Installation of a new IP camera shall necessary work to make the equipment function properly, including but not limited to, shipping, installation, aiming, cleaning, programming, travel, technician labor, etc.
 - Annual preventative maintenance ("PM")
 - Annual PM costs are inclusive also for all meetings, site walks, and removal of broken cameras and/or repairs performed on the existing camera.
 - Should a camera be unrepairable and require a new camera, that new camera will be installed at the agreed upon rate upon Thornton's approval of a new camera.
- The Vendor's pricing for a cybersecurity review of Thornton's VideoEdge Recorders, which are Linux based. This review may include patching, as required.
- The proposing Vendor's cost for every one hundred (100) sequentially numbered proximity cards.
 - Vendors should note that Thornton typically orders these in batches of approximately five hundred (500), once per year.
- The proposing Vendor's percentage discount off of list pricing for equipment that is specific to a proposed group, and also, a discount percentage for general materials.
 - Should Vendors require additional cells, this is free-type sheet that you can add additional rows to.

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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 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.3 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.4 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.5 DOCUMENTS FOR FINAL VENDOR SUBMISSION:

Proposing Vendors are to ensure that their 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
 - a) If your firm is proposing on all groups, ensure that you have provided a response to all scope of work and proposal questions for all groups prior to uploading your proposal
- 2) Section D.5 – Proposal Items
 - a) If your firm is proposing on multiple groups, ensure that you have provided proposed pricing for all groups prior to uploading your proposal
- 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.6 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.7 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.8 AWARDS:

Award will be made on an "all or none" basis by group. For any group, prices must be shown for each item within the group. Proposals submitted without individual item prices and/or discount percentages listed will be considered as non-responsive and rejected.

E.9 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.10 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.11 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 exceed 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.12 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, as this is an on-call agreement. 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.13 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, "195-23 RFP Appendix No. 3 Standard Proposal Considerations".

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

A sample General Services Agreement been provided under separate cover, titled as, "195-23 RFP Appendix No. 4 Sample Agreement" 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.

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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.

Megan deGrood, CPPB
Purchasing Manager