



REQUEST FOR PROPOSAL (RFP)

RFP No. 108-24

FUEL MANAGEMENT SYSTEM

Buyer of Record: Andrew Miskell, CPPB

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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	December 19, 2023	
Deadline to Submit Additional Questions	January 16, 2024	11:00 P.M.
Response to Written Questions	January 23, 2024	
Proposal Due Date	February 5, 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 a new fuel management system for Thornton's Fleet Division to replace the existing fuel management system that is at its end of life, along with finding support services that surround the fuel management system and onsite support for items such as hardware installation and spill containment.

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.

Of Thornton’s internal agencies, the City of Thornton Fleet Services Division (“Fleet”) is responsible for maintaining Thornton’s fleet of equipment and for the procurement and reporting of all fuel used by Thornton. Thornton’s Fleet division currently maintains approximately nine hundred (900) vehicles and pieces of equipment, ranging from fire apparatus to street maintenance vehicles, to small hand equipment. The Fleet division currently utilizes a legacy software system, Phoenix Sequel, along with a Microsoft Access database to manage Thornton’s fuel systems, both of which have been in use since 2010.

Thornton currently has two (2) fuel station locations, a central and a south location, which are supported by the legacy systems, which provide fuel for all Thornton vehicles and equipment. These systems are combined to operate and manage the Thornton fuel system in real time to aid in the tracking of vehicle assets, fuel use, fuel costs, system integrity, and spill compliance.

In addition to Thornton’s use of both current locations, Adams 12 Five Star schools also utilizes the central location in a resource sharing endeavor with Thornton. Thornton is the entity responsible for the location’s maintenance and for providing Adams 12 a license/login for the current software system that is used. The current software solution does provide a flat file for the Adams 12 team’s fleet management information system, which aids in the tracking of fuel usage for the school’s three hundred and fifty (350) vehicles and pieces of equipment.

Thornton has issued this solicitation in response to finding out that the current software system will be reaching its end of life within the coming year. Thornton desire is to find a modern, cloud-based SaaS software solution that can serve all of Thornton’s needs for years to come, including for the software to be flexible and scalable to our needs currently and in future years.

B.2 GOALS FROM THIS RFP:

Thornton's desired outcome from this RFP is to find a qualified Vendor that can meet and/or exceed our goals as a fuel management software Vendor. These goals include, but are not limited to:

- 1) An ability to have a software solution that can provide real-time data.
- 2) An ability to have a software solution that can report out necessary and required information to maintain regulatory compliance.
- 3) An ability to have a Vendor who can provide dedicated software support.
- 4) An installation expert that can provide professional installation practices for new fuel management hardware and equipment.
- 5) An ability to have a Vendor who can provide onsite and/or remote assistance for hardware support, repairs, replacement parts, and maintenance, when necessary.
- 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 have a Vendor who can provide spill containment support, when necessary.

B.3 BUDGETARY REQUIREMENTS:

Thornton has a current budget for the initial year and anticipated implementation costs associated with this scope of work of an awarded Vendor's proposed solution of four hundred thousand dollars (\$400,000.00). Vendors who propose a dollar amount less than this amount will be viewed favorably. Vendors who propose a dollar amount greater than this amount will still be taken into consideration. Proposal pricing will be a factor in Thornton's evaluation of a Vendor's proposal, however, it is only one of the overall evaluation metrics for this solicitation.

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

B.4 AWARD LENGTH:

The initial award from this solicitation will be from the date of the final signature of the contract, until **December 31, 2034**. 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.

B.5 FUTURE TRANSITION PLAN:

Upon the conclusion of Agreement with the awarded Vendor, the Vendor 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 Vendor from this solicitation shall not withhold any data, software licensing, reports, etc. from Thornton during a transition process.

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

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.6 DEMONSTRATIONS AND INTERVIEWS:

Thornton reserves the right to review a Vendor's proposed solution that would be on hand or in the field of use. The proposed solution may be viewed at Thornton's sole discretion at virtually or at a physical Thornton facility. It will be Thornton's sole discretion if a demonstration is deemed to be necessary during the evaluation phase of this solicitation.

In addition to demonstrations, Thornton may also 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 shall not compensate the proposing Vendor for any costs incurred by a Vendor that are related to a demonstration or interview conducted by Thornton during this RFP process.

B.7 LOCATIONS OF THORNTON FUEL SITES AND F.O.B. POINT:

Thornton currently has two sites in which fuel is dispensed from, a central and a south facility. Thornton is in the process of constructing another facility that will essentially be a "north" facility for fuel to be dispensed from.

The following sites are where fuel is dispensed from to authorized vehicles and equipment, and the number of fuel management units ("FMUs") at each.

- 1) Fleet Maintenance Services (“Main Shop” – Central location)
1330 East 126th Avenue
Thornton, CO 80241
Number of FMUs: Four (4)
- 2) Municipal Service Center (“MSC” – South location)
8651 Colorado Boulevard
Thornton, CO 80229
Number of FMUs: One (1)
- 3) Fire Station No. 8 and North Campus (North location – Estimated completion in mid-2025)
15381 Monaco Street
Thornton, CO 80602
Number of FMUs: Estimate is currently one (1)

Thornton reserves the right to increase the number of fuel sites and/or GPUs during life of the eventual Agreement with the awarded Vendor.

B.8 SCOPE OF WORK – GENERAL CONSIDERATIONS:

The City of Thornton is seeking proposals from qualified firms to provide, install, implement, train, and support an automated fuel management and accounting system. It is expected that a turnkey solution for an automated fuel management system be provided.

The automated fueling system will include the hardware and software system(s) required to manage the fueling for a fleet of vehicles and equipment, account for fuel consumed, control access to fueling products, and report current fuel product inventories. In addition, the software system(s) will allow for adjustment of pricing per gallon for fuel dispensed during the period of initial fuel delivery and final invoicing to ensure proper “blended fuel pricing” and reporting, but not daily rack pricing. The system needs to price fuel collectively from the time of the drop to the date of the invoice, allowing mass pricing adjustment of fuel dispensed during said time, to reflect actual value of the products delivered.

B.9 SOFTWARE – REQUIREMENTS TRACEABILITY MATRIX (“RTM”):

Thornton is seeking for the proposing Vendor to be able to provide a new software platform in which the data that is collected from this assessment to be entered into the new software platform.

Thornton has provided an additional Microsoft Excel file under separate cover titled “108-24 RFP Appendix # 1 RTM Matrix 12-19-23”. This matrix states the requirements, descriptions of information, and their associated MoSCoW values.

The matrix contains a column titled “Requirement Compliance” with drop downs, which the proposing Vendor is to answer how their solution meets each requirement, with options including, cannot meet, future release, out-of-the box, with configurations, or with custom programming. There is an additional column within the matrix titled “Product/Module” for the Vendor to enter in if the requirement is found within a particular module of their solution.

Proposing Vendors are required to complete and return this RTM Excel file with their final proposal submission as the responses will be part of the overall evaluation of the Vendor’s proposal. Vendors will be allowed to expand upon their answers from their completed RTM and how their solution functions, when answering the proposals questions found in Section C.2 – Proposal Questions.

B.10 SOFTWARE – TECHNOLOGY ACCESSIBILITY COMPLIANCE:

In 2021, the State of Colorado passed House Bill 21-1110 (“HB 21-1110) that will require all public entities, such as Thornton, to meet or exceed standards on technology accessibility compliance for individuals with disabilities. The State has put their Office of Information and Technology (“OIT”) in charge of developing and distributing the standards for this compliance.

The initial information that has been sent out has stated that all software used by public entities must be Web Content and Accessibility Guidelines (“WCAG) 2.1 AA compliant and in-line with federal ADA standards, no matter if the software is external facing to the public or internal facing to the entity. These standards and the additional information that OIT has been providing to public entities is a fluid situation.

Currently, the steps for public entities meeting this requirement is set to begin on **July 1, 2024**. For more information, please visit the State’s OIT website or contact OIT directly.

B.11 SOFTWARE – LICENSING:

Thornton’s expectation is that the Vendor shall be proposing a scalable solution that can fulfill Thornton’s needs for licensing both now, and in the future when/if additional users are required. Users for this system will include Thornton employees at various levels of authority and from different departments, and it will also include individuals from outside organizations, such as Adams 12 schools, and Thornton’s fleet maintenance Vendor, TransDev.

The proposing Vendor’s solution shall be able to provide different levels of users. These levels may include, but are not limited to the levels listed below with a corresponding general description:

- 1) Administrators – Users that can create, modify, delete user profiles, and/or aid in password management for current users.
- 2) General Users – A user that is operating in the Vendor’s solution, including data entry and the physical fueling of a vehicle.

- 3) View Only – A user that can view KPIs and may be able to generate and/or view reports within the Vendor’s solution.
- 4) IT – A user from Thornton’s Information Technology division that will aid in any system updates, integration processes, or general issues with the system that requires specific technology knowledge and expertise.

B.12 SOFTWARE – INTEGRATION POINTS:

Thornton does anticipate requiring the awarded Vendor’s solution to integrate into several different existing platforms that Thornton utilizes for various other functions. Those platforms and what they are utilized for are listed below for which Thornton will anticipate for the awarded Vendor’s solution to integrate with. A final determination will be made based upon the awarded Vendor’s capabilities for integration.

- 1) AssetWorks – Current version is 22.1.1. Thornton’s Fleet Management Information System (“FMIS”) for storing and tracking all of Thornton’s fleet units. To the best of Thornton’s knowledge, AssetWorks currently utilizes MaxQue to pull information in from outside sources.
- 2) CCG Faster – Adams 12 5 Star Schools utilizes this as their Fleet Management Information System for storing and tracking all of Adams 12’s fleet units.
- 3) Samsara Networks – Thornton’s GPS tracking system for use in tracking Thornton’s fleet units.
- 4) Veeder Root – Thornton utilizes this system for current system operation and alarm monitoring.
- 5) Microsoft – Thornton utilizes Microsoft for all office and emailing needs, as well as for Single Sign-On.

B.13 SOFTWARE – DATA MIGRATION:

Thornton does not anticipate migrating data that is from the current system to the awarded Vendor’s solution. Thornton’s anticipation is to start fresh with the awarded Vendor’s solution.

B.14 TELEMATICS, ELECTRICAL DISPENSERS, AND TANK INTERFACE COMPATIBILITY:

Thornton has a desire for the awarded Vendor’s solution to be able to provide a nozzle vehicle interface solution for vehicle telematics that will enable Thornton to ensure that proper fuel allocation has occurred during a fueling process, while also still gathering specific vehicle data. Thornton has provided proposal questions to the proposing Vendor to answer on if/how the Vendor’s solution is capable of achieving this within both the RTM appendix and the Proposal Question appendix.

Thornton will be seeking for the awarded Vendor's solution to be flexible and compatible with current and future hardware technologies for both electrical dispensers and for a fuel tank system, as Thornton may want to adapt to newer dispensers in future years. In our current state, Thornton utilizes the following hardware and systems.

- 1) For electrical dispensers:
 - a) Gasboy Atlas for diesel and gas dispensing at the Main fleet location
 - b) Pro-Vend 1500 for propane at the Main fleet location
 - c) Wayne for diesel and gas dispensing at the MSC fleet location
- 2) For the fuel tank system:
 - a) Veeder Root system for general system operation and alarm monitoring

If the proposing Vendor's solution includes the ability to provide electrical dispensers and/or an alternative to our current fuel tank system, then the proposing Vendor is encouraged to elaborate on that ability and what that product/solution entails, and whether or not if that is included in their proposal or if it is an optional item/module that is not essential to the proposal and pricing.

B.15 HOURS OF OPERATIONS:

Thornton currently operates under normal business hours for most employees and offices. Normal business hours shall be defined as 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Thornton observed holidays.

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.

Certain exceptions may be made by Thornton, depending on the project itself or personnel available for alternate times for the Vendor to enter a worksite and conduct an installation of any hardware that is required as part of their proposed solution.

B.16 WORKMANSHIP EXPECTATIONS FOR HARDWARE INSTALLATION:

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, shock, and/or fire hazards or cords that could be caught by a passerby/vehicle. 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 or property, 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.17 VEHICLE HARDWARE INSTALLATION:

If the proposing Vendor’s solution includes hardware that will need to be installed within each of Thornton’s vehicles and equipment, then Thornton’s are as follows:

- 1) The awarded Vendor will provide training to the Thornton and/or TransDev staff on how to properly install the Vendor’s hardware, including an in-person demonstration, if necessary.
- 2) Thornton and/or TransDev trained technicians will install the remainder of all Vendor hardware.
- 3) The installations having been performed by Thornton and/or TransDev shall not negate any warranty provisions should the Vendor’s equipment fail during the warranty period.

Proposing Vendors are to note that while Thornton anticipates that it and TransDev’s technicians will perform all installations, Thornton does recognize that it may be financially and/or operationally advantageous for Thornton to request that the awarded Vendor perform all installations within Thornton’s vehicles. Should this be the case, Thornton will coordinate with the awarded Vendor on cycling vehicles in for the awarded Vendor to perform the installations. Thornton has included this potential option in the pricing section of the RFP as an “Optional” item for the Vendor to provide pricing, should Thornton elect to go with this option.

B.18 SUBCONTRACTING INSTALLATION AND MISCELLANEOUS SERVICES:

Thornton does realize that proposing Vendors may have different solutions available to them to fill Thornton’s needs. Vendors who only sell a software solution but subcontract the installation of hardware and/or other physical activities (i.e., spill containment, service calls, etc.) to a 3rd party, will be allowed to propose their solution. Should a Vendor’s proposed solution include their software solution 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 software solution and does not provide a solution for installation, may be considered as non-responsive to this solicitation.

B.19 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.20 DISPOSAL OF REFUSE, PARTS, AND FLUIDS:

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

B.21 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 new construction projects, fuel site remodels, or spill containment 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, estimated labor hours, etc.;
 - 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.

B.22 F.O.B. POINTS:

Prices quoted by the Vendor for all hardware and software shall be F.O.B. Destination, delivered and installed, as required.

All reports, inquires, and replacement hardware components are to be delivered to Thornton's Fleet Division, unless otherwise directed by the Thornton Fleet Manager, located at:

**Thornton Fleet Maintenance Services
1330 East 126th Avenue
Thornton, CO 80241
Attention: Fleet Manager**

All software maintenance licenses and renewals are delivered to Thornton's Information Technology Division, located at:

**Thornton City Hall
9500 Civic Center Drive
Thornton, CO 80229
Attention: Information Technology Division**

B.23 HARDWARE AND REPLACEMENT PARTS DELIVERY CONSIDERATIONS:

All deliveries shall be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, excluding holidays. The successful vendor will be required to maintain adequate local inventories to cover normal usage by agencies of the Thornton.

B.24 EMERGENCY 24-HOUR SERVICES:

Emergency twenty-four (24) hour service is to be provided by vendor at no additional cost, other than the stated hourly labor rates proposed by the Vendor. The Vendor contact's name, title, phone number, and email of the individual(s) to contact for emergency service shall be furnished to Thornton upon a final award.

This service requires a live telephone answering service with the capability of immediately contacting operating personnel at all times. Recorded telephone answering service is not acceptable.

B.25 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.26 PROCUREMENT CARDS PAYMENT CONDITIONS:

The awarded Vendor 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.27 FELONY DISQUALIFICATION:

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. 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.28 VENDOR PERFORMANCE MANAGEMENT:

Thornton may administer a Vendor performance management program as part this proposal and resulting Agreement. 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.29 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.

The remainder of this page has been left blank intentionally.

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 Thornton has provided under separate cover. The **quality and detail** of your responses 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 "108-24 RFP Appendix No. 2 Proposal Questions 12-19-23". This document contains questions behind each RTM requirement for the Vendor to elaborate and explain their product on, as well as additional RFP questions. Thornton has provided this document as a Word file for the proposing Vendor's ease of entry of information and returning it to Thornton with their final proposal submission.

To standardize the format of all proposals for evaluation, Proposers are required to respond to all questions **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 REIMBURSEABLE EXPENSES:

Reimbursable expenses for Vendor employee travel, mileage, photocopying, per diems, and printing will not be applicable. All proposed Vendor rates shall be an all-inclusive price, including all Vendor costs for, supplies, travel, per diems, mileage, shipping, etc., 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.4 PRICING – SOFTWARE PLATFORM:

All prices quoted for all software platform and implementation costs shall be firm and fixed for this project period. All prices quoted by the Vendor for the software subscription and maintenance costs shall be firm and fixed for the years of service as stated within this RFP.

D.5 PRICING AND LIST DISCOUNT PERCENTAGES:

The awarded Vendor shall hold all proposed technician hourly labor rates firm and fixed through December 31, 2025, after which time the Vendor may request annual price adjustments for inflation based on the Denver-Aurora-Lakewood Price Index upon mutual agreement of the Parties. Price adjustment requests are to be made by the Vendor in writing (e.g., email) no later than November 1st of the calendar year, that is preceding the upcoming year in which the adjustment may take effect. Should the Vendor decline to request a price adjustment, then the current labor rate shall remain in effect for the following calendar year.

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,CUUSS48BSA0

Thornton is seeking from the proposing Vendor, at what price percentage discount will be offered by the Vendor off of the list price for fuel maintenance hardware and replacement 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.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 “108-24 RFP Appendix No. 3 Pricing Form 12-19-23”.

The proposing Vendor will provide costs for all sections of the pricing form.

- Section 1 – Initial Project Year
 - All required implementation costs, including but not limited to:
 - Hardware; and
 - All mutually agreed upon milestones and deliverables for the software platform implementation; and

- 1st full year of support and software maintenance
- Section 2 – Future Years
 - All software licenses, maintenance, and support costs for all future years listed.
- Section 3 – Miscellaneous Rates and Discount Percentages on Replacement Hardware
 - Hourly technician labor costs for hardware maintenance and repairs calls and/or spill containment.
 - List discount percentage on replacement parts and hardware.
 - Per vehicle/unit cost as an optional item for Thornton to have the Vendor install any hardware within Thornton vehicles. Vendor pricing shall be an all-inclusive price.
 - Proposing Vendors are to note section D.3 – Reimbursable Expenses for questions regarding shipping, travel, mileage, per diems, etc.

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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 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.6 PAGE LENGTHS FOR FINAL VENDOR SUBMISSION:

Thornton is seeking proposals from qualified firms with proposals from prospective Vendors that contain relevant information, answers to proposal questions, pricing, technical information, sample reports or screenshots from their proposed software platform, and other items that support that Vendor's proposal submission.

With this in mind, Thornton is requesting that proposing Vendors work to limit their submissions to one hundred and fifty (150) pages or less.

E.7 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.8 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.9 AWARDS:

Award will be made on an "all or none" basis. Prices must be shown for each item listed. Proposals submitted without individual item prices listed will be considered as non-responsive and rejected.

E.10 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.11 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.12 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.13 POST AWARD PURCHASE ORDER:

A Purchase Order (PO) will be generated by Thornton's Contracts and Purchasing Division as a result of the Award from this solicitation. 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.14 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 has been left blank intentionally.

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

A sample Technology Master Services Agreement has been provided under separate cover as part of this solicitation and is titled "108-24 RFP Appendix No. 5 Sample Agreement". 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.

Thornton does not anticipate signing any separate Vendor contractual documents, including separate Master Service Agreements, Service Level Agreements, End User License Agreements, etc. Vendors who have such documents that are required for their solution must submit these documents for Thornton's review and potential incorporation into the final agreement between both Parties.

The sample agreement that has been provided by Thornton shall serve as the overarching agreement for this project, its subsequent software renewal years, and all work performed by the Vendor and if applicable, their subcontractors for the duration of the entire agreement period. The opportunity for a prospective Vendor to provide any proposed redlines to Thornton's sample agreement is during the submittal process and all Vendor proposed redlines shall be submitted with the Vendor's final proposal. 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