



REQUEST FOR PROPOSAL (RFP)

RFP No. 214-24

WINDOW CLEANING SERVICES

Purchasing Analyst of Record: Denise Serna

Denise.serna@ThorntonCo.gov

City Hall - 2nd Floor
Contracts and Purchasing Division
9500 Civic Center Drive
Thornton, CO 80229-4326
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SECTION A: SCHEDULE, PURCHASING ANALYST 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	3/29/24	
Site Visits	4/13/24	9:00 AM – 12:00 PM
Deadline to Submit Additional Questions	4/18/24	5:00 P.M.
Response to Written Questions	4/22/24	5:00 P.M.
Proposal Due Date	4/28/24	5:00 P.M.

A.2 PURCHASING ANALYST OF RECORD:

The Purchasing Analyst 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 Purchasing Analyst. No communication is to be directed to any other Thornton personnel.

The Purchasing Analyst of Record’s contact information is as follows:

Name: **Denise Serna**
Title: **Purchasing Analyst**
Email: Denise.Serna@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 interior and exterior Window Cleaning Services for the City of Thornton’s facilities beginning in June 2024. Thornton’s buildings listed in this solicitation shall be where the Work is performed and completed on an annual basis.

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

The City of Thornton has annual window cleaning services for interior and exterior cleaning for most of Thornton's city buildings and are listed on pages 5 and 6 of this Solicitation. This Work is scheduled during the summer months, typically beginning in June and completed as per the approved schedule. Annual scheduled work shall be scheduled for the remainder of the contract term. Additional cleanings may be requested throughout the year and scheduled by Thornton's Project Manager and awarded Service Provider.

B.2 AWARD LENGTH:

The initial award from this solicitation will be from the date of the final signature of the agreement, until **December 31, 2029**. 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.3 SCOPE OF WORK – GENERAL CONSIDERATIONS:

Service Provider shall perform Window Cleaning Services for City of Thornton's designated buildings located throughout Thornton at the building addresses listed below. Window Cleaning Services shall be performed during regular business hours, 7:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays unless otherwise directed by Thornton's Project Manager. Service Provider shall complete work in a timely and efficient manner in accordance with an established Work Schedule.

Thornton's Building Locations:

1. City Hall, 9500 Civic Center Drive, 80229;
2. Justice Center, 9551 Civic Center Drive, 80229;
3. Infrastructure Maintenance Center (IMC), 12450 Washington Street;
 - a) Administration Bldg.80241; and
 - b) Meter Shop;
4. Municipal Service Center, Bldg. B, 8651 Riverdale Road,80229 ;
5. Active Adult Center, 11181 Colorado Boulevard, 80233;
6. Community Center, 2211 Eppinger Boulevard, 80229; (reopening in fall 2024)
7. Community Connections, 9471 Dorothy Boulevard, 80229;
8. Fire Station No. 1, 2300 Thornton Parkway, 80229;
9. Fire Museum, 9451 Dorothy Boulevard, 80229;

10. Fleet Maintenance Building, 1330 East 126th Avenue, 80241;
11. Fossil Ridge Public Safety Building, 13150 Quebec Street; 80602
12. Margaret W. Carpenter Recreation Center, 11151 Colorado Boulevard, 80233;
13. Police Training Facility, 9000 Colorado Boulevard, 80229
14. Thorncreek Golf Club, 13555 Washington Street, Club House and Maint. Building, 80241;
15. Thornton Arts & Culture Center (TACC), 9209 Dorothy Boulevard, 80229
 - a) TACC Annex 9211 Dorothy Boulevard, 80229;
16. Thornton Parkway Treatment Plant, 920 Thornton Parkway, 80229;
17. Trail Winds Recreation Center, 13495 Holly Street, 80602;
18. Wes Brown Treatment Plant, 3651 East 86th Avenue, 80229.

Project Outline:

1. Service Provider shall schedule the annual window cleaning of all buildings with Thornton's Project Manager within thirty (30) Calendar Days from award of the Agreement. Work will commence in or around June of each year and continue through August. Service Provider shall have Work schedule in place no less than three (3) weeks prior to scheduled date of Work at each location.
2. Service Provider shall furnish all supervision, labor, equipment, materials, and supplies required to perform Window Cleaning Services. Thornton also requires Service Provider to clean the floating artwork located inside the City Hall Building. All windows and specified artwork shall be thoroughly cleaned inside and outside, including all interior and exterior door glass, door partition glass, and removal of hard water stains on all windows with a non-abrasive, non-corrosive solution that shall leave all surfaces free of spots, streaks, or other dirt or residue.
3. Service Provider shall clean windows at all locations listed in Exhibit C Schedule of Charges one (1) time each year as directed by Thornton's Project Manager. Additional cleanings may be scheduled for any listed location at Thornton's option at the rates listed in Exhibit C. Service Provider shall coordinate window-cleaning schedules, in writing, with Thornton's Project Manager and receive authorization to proceed with issuance of a Purchase Order for the scheduled Work.
4. Service Provider's employees shall perform Work between the hours of 7:00 a.m. to 4:30 p.m., unless otherwise directed by Project Manager. Work shall not be performed prior to or after the times stated above except when prior authorization has been obtained from Thornton's Project Manager.
5. The Justice Center building and Public Safety Building – Fossil Ridge requires building access through the State Mandated Criminal Justice Information System (CJIS)

training/test. Service Provider's employees shall be required to complete the training/test prior to implementing the yearly schedule in order to gain building access at specific locations.

6. Thornton employees are responsible for removing items from sills or in front of windows, which prevent reasonable access to the window(s) for the cleaning crew. Service Provider is not responsible for moving any stand-alone furniture that may be blocking access to a window. Service Provider shall use its best efforts to clean all exposed glass of window(s) partially blocked by furniture.
7. Service Provider shall provide ladders, power lifts, scaffolding or any other equipment as necessary to fully execute the requirements of this Agreement. Walking or stepping on furniture or shelving is strictly prohibited. Service Provider shall report observed damages to windows or frames to Thornton's Project Manager prior to cleaning. Failure to report such damage before cleaning may result in Service Provider being held responsible for the damage. Thornton's Project Manager may require the removal of any employee of Service Provider who is incompetent, careless or insubordinate; who appears to be alcohol or drug impaired or otherwise objectionable; whose continued employment is contrary to a consistent good relationship between the Parties to this Agreement; or who poses a safety risk.
8. Thornton City Hall has external solar screens on some windows which are in tracks and must be slid out of the way to clean the windows and slid back to their original position when cleaning is finished.
9. Service Provider shall be responsible for cleaning any spills or drips of water used in cleaning windows and shall avoid staining of any interior or exterior surfaces. Service Provider shall repair stain damage or other damage resulting from Service Provider's performance of the Work immediately or the damage will be repaired by Thornton at Service Provider's expense if Service Provider fails to remedy such damage promptly.
10. Thornton's buildings include certain exterior systems, communication, and lightning protection, in addition to perimeter building landscaping. Repair to damages incurred to any system or landscaping due to the negligence of Service Provider shall be at Service Provider's expense.
11. Service Provider shall provide a written report (work ticket) evidencing completion of Work at each location and is required to have Thornton's Project Manager acknowledge and sign off on the completed Work. Service Provider shall notify Thornton's Project Manager immediately upon completion of Work at each location to arrange for a site inspection and sign-off for completion and payment.
12. The Service Provider shall submit with an invoice, signed off Work Tickets for each location evidencing inspection and acceptance of Work by Thornton's Project Manager. The invoice shall itemize, by location, the amount due for each location arriving at the total amount due Service Provider under this Agreement.

13. Thornton buildings or Work may be added or removed from the Scope of Work during this Agreement term. If changes are required by Thornton, Thornton will negotiate the cost of such changes with Service Provider. If negotiations fail, Thornton may unilaterally delete the subject facility from this Agreement and issue a separate bid for the facility.
14. Thornton's Project Manager and Service Provider's Lead will only change location assignments. At no time shall Service Provider's employees disregard the approved schedule without prior authorization.
15. Service Provider shall comply with and ensure that, Service Provider's personnel and subcontracted personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health. Service Provider shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the Work specified to be performed by Service Provider and subcontractor(s). Service Provider shall identify to Thornton's Project Manager at least one (1) on-site person or Lead who is competent, qualified, and/or authorized person on the Worksite and who is, by training or experience, familiar with policies and OSHA regulations and standards applicable to the Work being performed. The competent, qualified or authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Service Provider's personnel from the Work site. Service Provider shall provide to Thornton's Project Manager, a copy of Service Provider's written policies and safety policies and procedures applicable to the Scope of Work. Failure to provide this information within seven (7) Calendar Days of Thornton's request may result in cancellation of the award.
16. Service Provider shall comply with and provide all Material Safety Data Sheets (MSDS).
17. Service Provider shall adhere to the following requirements:
 - a. Service Provider shall direct personnel to and between the various Thornton Work locations;
 - b. Service Provider's shall effectively supervise and organize employees' daily Work schedule (Service Provider's knowledge of whereabouts of each supervisor and employee);
 - c. Service Provider shall complete Work sites to the satisfaction of Thornton without callback; and
 - d. Service Provider's employees shall conduct themselves in a professional manner at all times.

B.4 ESTIMATED QUANTITIES:

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

B.5 F.O.B. POINT:

Prices quoted shall be F.O.B. Destination and delivered, as required, to the following points: At designated locations within Thornton's city limits.

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 virtually or at a physical Thornton facility. It will be a 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 a proposing Vendor for any costs incurred by a Vendor that are related to a demonstration or interview conducted by Thornton during this RFP process.

B.7 INVOICING REQUIREMENTS:

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

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

B.8 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 Support Services. 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.9 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.10 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 within 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 agreement between the Vendor and Thornton as an additional exhibit or as part of a finalized Scope of Work.

C.2 PROPOSAL QUESTIONS:

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.

A. General Vendor Questions**1) General Vendor Summary**

Please provide a brief description of the following:

- a) Full legal company name;
- b) Your headquarters address;
- c) Primary company contact including name, phone number, and email address;
- d) The year your firm was established;
- e) A brief listing of your Vendor core competencies; and
- f) A current copy of your firm's W-9 (IRS version October 2018).

2) Experience and References

Please provide three-five (3-5) public sector client references that you have sold and implemented the same or like solutions to in the past five (5) years. Of these references, please list as many as available that are other governmental municipalities as possible.

- a) Include in your reference information:
 - i) Name of the municipality or firm;
 - ii) Client's headquarters address;
 - iii) Current reference contact information, including the Reference's:
 - (1) Name;
 - (2) Title;
 - (3) Phone number;
 - (4) Email address;
 - iv) Project start date (date of signed agreement);
 - v) Project end date (project close-out date);
 - vi) Project description including all services performed; and
 - vii) Contractual value.
- b) Please provide the number of overall clients that you have currently using your proposed solution, including:
 - i) Within the United States; and
 - ii) Within the State of Colorado

B. Proposed Solution Engagement**1) Vendor Recommended Roles and Responsibilities of Thornton's Project Personnel**

Please provide the following:

- a) Identify the recommended Thornton personnel project team roles;
- b) The responsibilities of each role; and
- c) The estimated weekly hours required of Thornton's personnel over the entire project life-cycle.

2) Engagement Methodology

Thornton's expectation is that the awarded Vendor will use their expertise to provide proactive leadership, guidance, and direction to the Thornton, CO team throughout each phase of the project life cycle, while working collaboratively to plan and implement the solution.

- a) Please describe in detail, your preferred engagement methodology for this project based on Thornton's Scope of Work.
 - i) Please provide any previous examples and additional documentation to support your methodology, as necessary.

3) Project Schedule

Please provide the following:

- a) A **proposed** project schedule via a Gantt chart or other type of chart, in terms of calendar days based upon the RFP Scope of Work and your proposed engagement methodology.
 - i) Use "Day 1" as the date of a fully executed agreement being signed by both Parties, with no prior work having been completed prior to a signed agreement being put into place.
 - ii) Ensure that you list the number of calendar days are expected for each portion of the project schedule.
 - iii) Ensure that you include all proposed milestones and deliverables that are required to complete this project.

4) Project Success and Acceptance Criteria

Please provide the following:

- a) Your project success and acceptance criteria and note any concerns or comments. Include a description of the approach your firm uses to close out a project.
 - i) Include an example of your firm's Project Acceptance Form, if applicable.

5) Change in Scope

Please provide the following:

- a) A description of your firm's process to determine if a request made by Thornton is deemed as being out of scope from a resulting agreement.
 - i) Include an example of your firm's Project Change Form, if applicable.
 - (1) **Note:** All potential change orders shall be reviewed and approved by the Thornton Purchasing Division prior to execution of any change orders. The Thornton Purchasing Division may issue an individual purchase order for any particular change order performed under a resulting agreement.

Vendors are to note that Thornton retains the right to utilize Thornton's own Change Order form when performing any change order.

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, service requirements, 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 hardware, service, support, software, travel, shipping, etc. which is necessary to the success of the project. All items must be identified as a separate line item with pricing and included as part of this RFP, unless otherwise requested by Thornton. Thornton will not increase any subsequent agreement or purchase order (neither 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”). If issued, the BAFO may be included as a final pricing evaluation tool by Thornton to aid in the award decision process.

D.3 ANNUAL PRICE UPDATES:

The awarded Vendor must hold the Bid prices quoted firm until 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) to the Thornton Purchasing Division, no later than sixty (60) calendar days prior to the agreement’s renewal date or year in which the adjustment may take effect. Should the Vendor fail to submit a request for a price adjustment to Thornton’s Purchasing Division, then the current pricing shall remain in effect for the following renewal period of the agreement.

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

Notwithstanding the above, Thornton may, at its sole discretion, consider other publicly published pricing indices and/or modifications as deemed appropriate given market conditions. Note, Thornton is under no obligation to make such considerations and may require vendors to provide documentation substantiating any unusual market conditions beyond its control.

D.4 PROPOSAL ITEMS:

Proposed items are listed in a separate excel spreadsheet titled "**Window Cleaning Services, Project No. 214-24, Proposed Pricing D.5.**"

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 SITE VISIT:

A site visit will be scheduled at the date and time listed in the Schedule of Events on the cover page. Any questions relating to the Scope of Work shall be submitted in writing to the Purchasing Analyst within this solicitation. The meeting point will be the following location.

**City of Thornton
9500 Civic Center Drive, 1st Floor Lobby
Thornton, CO 80229**

E.3 PROPOSAL QUESTIONS:

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

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

E.4 ADDENDA:

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

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

E.5 SUBMISSION OF PROPOSALS:

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

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

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

E.6 DOCUMENTS FOR FINAL VENDOR SUBMISSION:

Proposing Vendors are solely responsible 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
- 2) Section D.4 – Proposal Items
- 3) All additional technical information in support of your proposal
- 4) Section G.1 – Acceptance and Addenda Acknowledgement Form
- 5) Section G.2 – Sample Agreement Acknowledgement Form
- 6) Section G.3 – References and Authorization Release Form

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

E.7 PAGE LENGTHS FOR FINAL VENDOR SUBMISSION:

Thornton is seeking proposals from qualified firms with proposals from prospective Vendors that contain relevant information, answers to proposal questions, pricing, technical information, sample reports, 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 the Purchasing Analyst with ten (10) pages or less.

E.8 CONFIDENTIAL AND PROPRIETARY INFORMATION

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

a Vendor marks as confidential or proprietary shall comply with CORA and any other applicable statute(s).

Prior to a final award and agreement, 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 agreement, 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 within their proposal documents to Thornton.

In general, it is not acceptable to Thornton for a proposing Vendor to mark information other than the following items 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, nor the entirety of your proposal, as confidential or proprietary. Failure to adhere to these restrictions may result in your proposal being deemed non-responsive.

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

E.9 LATE PROPOSAL SUBMISSIONS:

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

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

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

E.10 AWARDS:

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

E.11 ACCEPTANCE PERIOD:

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

E.12 EVALUATION OF PROPOSALS:

All proposals will be evaluated by a Selection Committee assigned by the City Manager, or their designee. Proposals shall be evaluated on the basis of 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 their designee, shall make the final determination of the firm selected.

E.13 EVALUATION CRITERIA:

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

- 1) Responsiveness to the needs of Thornton, including the time required to complete the implementation of the awarded Vendor's solution.
- 2) Responsibility of the proposing Vendor.

- 3) The written responses provided by the proposing Vendor to the Proposal Questions – Section C.2, and all clarification questions asked by Thornton during the RFP evaluation.
- 4) The proposing Vendor's submitted pricing.
- 5) The results of the Vendor's reference checks.
- 6) The degree to which the Vendor's proposal meets or exceeds the needs as defined in the RFP, including any additional value-add items.
- 7) The results of any Vendor samples, and/or interviews from this RFP.
- 8) The agreeability of the Vendor to Thornton's terms and conditions and the ability to contract with the awarded Vendor.
- 9) All other applicable information and documents submitted by the Vendor and received by Thornton in the evaluation of the proposal.

E.14 POST AWARD PURCHASE ORDER:

A Purchase Order (PO) may 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.15 STANDARD PROPOSAL CONSIDERATIONS:

Thornton maintains a standard set of RFP considerations and terms and conditions for RFPs that are non-federally funded and are not through a cooperative awarded process. These considerations are static between each RFP process. It is the sole responsibility of the proposing Vendor to have read all RFP considerations. A copy of these standard RFP considerations has been uploaded with this RFP document as a separate cover.

SECTION F: SAMPLE AGREEMENT

F.1 SAMPLE AGREEMENT:

A sample General Service Agreement has been provided under separate cover as part of this solicitation. This sample agreement has been provided to inform the proposing Vendor of Thornton's terms and conditions expectations for the awarded Vendor from this solicitation. This sample agreement is subject to change at Thornton's sole discretion.

The sample agreement that has been provided by Thornton shall serve as the overarching agreement for this project, its subsequent 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.

Thornton does not anticipate signing any separate Vendor contractual documents, including separate general or online terms and conditions, Vendor agreements, Vendor quotations with separate terms and conditions, 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 as part of their final proposal submission.

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 Purchasing Analyst of Record may contact a proposing Vendor for any clarifications.

SECTION G: REQUIRED VENDOR SIGNATURE FORMS

G.1 ACCEPTANCE AND ADDENDA ACKNOWLEDGEMENT FORM:

- 1) Vendor indicates acceptance of the following conditions:
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: _____

Date: _____

Submitted By (Printed): _____

Submitted By (Signature): _____

Title: _____

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: _____

Date: _____

Submitted By (Printed): _____

Submitted By (Signature): _____

Title: _____

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

By: _____, _____
(Proposing firm) A Corporation
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 Purchasing Analyst of Record listed within this solicitation in Section A.2 – Purchasing Analyst of Record.

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

Megan deGrood, CPPB
Purchasing Manager

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