

REQUEST FOR PROPOSAL (RFP)

RFP No. 147-24

JANITORIAL SERVICES FOR VARIOUS THORNTON LOCATIONS

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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	06/18/2024	
Pre-Proposal Conference	06/27/2024	9:00 A.M.
Deadline to Submit Additional Questions	07/12/2024	11:00 P.M.
Response to Written Questions	07/18/2024	
Proposal Due Date	07/29/2024	11:00 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: **Andrew Miskell, CPPB**
Title: **Senior Purchasing Analyst**
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 janitorial and cleaning services for different City Agencies and multiple locations.

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

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

In anticipation of a continued population growth and need for expanded municipal services, Thornton has been building out our infrastructure, which includes multiple city-owned facilities. Thornton’s current needs consist of three (3) different End User Agencies, each with their own worksite locations. Those current Agencies and their worksites are:

- Economic Development
 - The Alliance Business Assistance Center (aka, the “ABAC”)
- Thorncreek Golf Course
 - Maintenance Shop
 - Clubhouse
- Parks and Recreation
 - Northern Lights Ballfields
 - Thornton Sports Complex
 - Riverwalk Ballfields
 - Trail Winds Park
 - Carpenter Park
 - Boathouse
 - Traffic Circle
 - Woodglen/Brookshire Park
 - Community Park

For this solicitation, Thornton will be defining our needs by two (2) different groups for Vendors to propose on. They are defined as, and consist of the following Agencies/worksites:

1) Group 1 - Indoor Facilities

- a) Economic Development
- b) Thorncreek Golf Course

2) Group 2 - Outdoor Facilities**a) Parks and Recreation**

Proposing Vendors to this RFP may propose on one (1), or if they are able to do so, a Vendor may propose on providing services for both groups. If a Vendor is proposing on more than one (1) group, that Vendor must address all the requirements of this RFP for all groups that they are proposing on, including scope of work, proposal questions, pricing, etc.

B.2 GOALS FROM THIS RFP:

Thornton's desired outcome from this RFP is to find a Vendor that can meet or exceed our goals as a janitorial and cleaning service Vendor for one (1) or more of the stated groups. These main goals are centered around Thornton's needs for janitorial and cleaning services at all current and future locations, and the goals include, but are not limited to:

- 1) A Vendor with adequate staffing that can support and meet or exceed Thornton's needs and the scope of work listed within this RFP, including the number of facilities that Thornton needs serviced year-round.
- 2) A Vendor that can provide consistent janitorial services that result in a clean worksite, once the service has been performed by the Vendor.
- 3) A Vendor that can provide accurate billing information based on actual janitorial and cleanings performed by the Vendor.
- 4) A Vendor that can provide clear communication to Thornton staff when a worksite needs additional supplies or is in need of special servicing that is considered out of scope from the resulting contractual award.

B.3 AWARD LENGTH:

The initial award from this solicitation will be from the date of the final signature of the agreement, until **December 31, 2031**. No further extensions or renewals shall pass this date for service from the awarded Vendor, unless otherwise previously authorized in writing by the Thornton Purchasing Division.

B.4 OUT OF SCOPE FOR ALL WORKSITES:

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

- 1) Graffiti clean-up, e.g., spray paint removal.
- 2) Vandalism
- 3) General facilities repairs, including plumbing and electrical repairs.
- 4) Cleaning of any computers, monitors, phones, printers, and other technology items.

B.5 SERVICE LOCATIONS AND FREQUENCIES:

The following first table consists of all current End User Agencies, the locations in which services will be required for the Vendor to perform, and the estimated start and end dates for each location's cleaning.

All "Annual Start Dates" and "Annual End Dates" are estimated by the End User Agencies, and for some locations that are not year-round service locations, the estimated start/end dates are subject to change depending on weather conditions. Those dates shall be coordinated annually between the awarded Vendor and Thornton's personnel prior to any work being performed by the Vendor.

The second table consists of each location's cleaning frequency, as shown in a week format, with each day that has an "X" marked as a day in which the awarded Vendor will be required to clean according to the scope of work.

- 1) For the ABAC:
 - a) All cleanings shall be performed after 8:00 p.m.
- 2) For the Thorncreek Golf Course:
 - a) Maintenance Shop cleanings shall be completed between 1:00 p.m. and 5:00 a.m. the following day.
 - b) Clubhouse cleanings shall be done between 10:00 p.m. and 5:00 a.m. the following day.
 - i) Proposing Vendors are to note that the Thorncreek clubhouse operates a different schedule between approximately March 1st and November 30th every year due to weather conditions and golf scheduling, but does require year-round service.
- 3) For all Thornton Parks and Recreation:
 - a) All daily cleanings shall be completed between the hours of 7:00 a.m. and 4:00 p.m. of the day the cleaning is scheduled.

ECONOMIC DEVELOPMENT			
Location Name	Physical Address	Est. Annual Start Date	Est. Annual End Date
Alliance Business Assistance Center (aka the "ABAC")	550 East Thornton Parkway, Suite 170 Thornton, CO 80229	January 1 st	December 31 st
THORNCREEK GOLF COURSE			
Location Name	Physical Address	Est. Annual Start Date	Est. Annual End Date
Maintenance Shop	13555 Washington Street Thornton, CO 80241	January 1 st	December 31 st
Clubhouse	13555 Washington Street Thornton, CO 80241	January 1 st	December 31 st
PARKS AND RECREATION			
Location Name	Physical Address	Est. Annual Start Date	Est. Annual End Date
Northern Lights Ballfields	140 th Avenue and York Street Thornton, CO 80602	March 15 th	October 31 st
Thornton Sports Complex	103 rd Avenue and McKay Street Thornton, CO 80229	March 15 th	October 31 st
Riverwalk Ballfields	9830 Riverdale Road Thornton, CO 80229	March 15 th	October 31 st
Trail Winds Park	135 th Avenue and Holly Street Thornton, CO 80241	March 15 th	October 31 st
Carpenter Park Boat House	112 th Avenue and Madison Street Thornton, CO 80233	March 15 th	October 31 st
Carpenter Park Traffic Circle	108 th Avenue and Garfield Street Thornton, CO 80233	March 15 th	October 31 st
Woodglen/Brookshire Park	11730 St. Paul Street Thornton, CO 80223	March 15 th	October 31 st
Community Park	95 th Avenue and Gaylord Street Thornton, CO 80229	March 15 th	October 31 st

ECONOMIC DEVELOPMENT							
Location Name	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Alliance Business Assistance Center (aka the "ABAC")			X			X	
THORNCREEK GOLF COURSE							
Location Name	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Maintenance Shop	X						
Clubhouse (March 1 – Nov. 30)	X	X	X	X	X	X	X
Clubhouse (All other dates)		X			X		X
PARKS AND RECREATION							
Location Name	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Northern Lights Ballfields	X	X	X	X	X	X	X
Thornton Sports Complex	X	X	X	X	X	X	X
Riverwalk Ballfields	X	X	X	X	X	X	X
Trail Winds Park	X	X	X	X	X	X	X
Carpenter Park Boat House	X	X	X	X	X	X	X
Carpenter Park Traffic Circle	X	X	X	X	X	X	X
Woodglen/Brookshire Park	X	X	X	X	X	X	X
Community Park	X	X	X	X	X	X	X

B.6 THORNTON'S RESPONSIBILITIES:1) Facility Access and Storage:

Thornton shall be responsible for providing access to all facilities to the awarded Vendor(s), including, but not limited to, keys and/or badge access to facility entrances, keys for storage cabinets/closets that house toiletries (e.g., toilet paper, paper towels, etc.).

Each of Thornton's facilities will provide access to the awarded Vendor(s), a utility or "mop" sink for the use by the Vendor to fill up any containers with clean water, as well as the disposal of grey water upon the conclusion of the cleaning process.

2) Toiletries

Thornton shall provide to the awarded Vendor(s), the following toiletries for each worksite, as necessary, including storage space:

- Soap products
- Toilet paper
- Paper towels (if used at the worksite)
- Trash liners

3) Contact Information:

Thornton shall be responsible for providing the awarded Vendor(s) with Thornton personnel contact information, including names and phone numbers, for each Agency. This contact information will be for the Vendor to coordinate with each superintendent of that Agency for questions regarding cleaning schedule, general concerns or notes, customer service inquiries, provision of additional toiletries, etc.

Thornton shall also be responsible for providing the awarded Vendor(s) with contact information for Thornton's Building Maintenance team, which will be used by the Vendor to report any plumbing, maintenance, or other unusual issues found by the Vendor during the course of their services at the worksite.

B.7 VENDOR RESPONSIBILITIES FOR CLEANING CHEMICALS:

The awarded Vendor(s) from this solicitation shall be responsible for the janitorial cleaning of all worksites in which the Vendor has been awarded. All work performed by the Vendor shall be done in accordance with the scope of work listed within this solicitation and the resulting agreement. The following sections with this solicitation provide details of what is to be expected of the awarded Vendor(s) for each custodial service that will be performed for each of Thornton's Agencies.

The awarded Vendor(s) shall be responsible for providing all chemicals and equipment that will be required to clean each of Thornton's facilities. Thornton shall not be responsible for providing any of these cleaning chemicals, nor the equipment that is to be used to clean the facility. This includes, but is not limited to, the following equipment:

- Dusting rags or microfiber cloths
- Mop buckets
- Brooms
- Squeegees
- Scrapers
- Additional hoses
(not already located within a mop sink)
- Sharps needle containers
- First aid supplies
- Personal Protective Equipment ("PPE")
- Miscellaneous equipment
- Vacuum cleaners
- Mop handles and mop heads
- Dustpans
- Sponges
- Wipes
- Ladders
(for hard to reach areas/walls)
- Bloodborne pathogen kits
- Wet floor and caution signs
- Urinal and/or toilet deodorizer supplies

All Vendor provided chemicals and equipment shall not be stored at a Thornton facility without prior written approval from the Thornton Agency superintendent of that worksite. Should Thornton grant permission to a Vendor to store such items onsite at a Thornton facility, those items shall be stored at the Vendor's responsibility and Thornton shall not bear responsibility for lost, stolen, or damaged Vendor items.

Any chemicals that are stored at a Thornton facility shall be accompanied with a Materials Safety and Data Sheet ("SDS") for each location in which chemicals are stored and shall cover/reference each chemical in storage. All chemicals stored by the Vendor, whether it be in the original container or in a smaller spray bottle/container, shall be clearly labeled, follow the storage recommendations set by the chemical manufacturer, shall be kept off of the ground, and kept in an organized and tidy fashion.

Storage of Vendor provided chemicals and equipment shall be at Thornton's sole discretion, and Thornton may revoke previous permission from the Vendor to store such items onsite, at any time. Reasonable written notice of such a revocation will be provided by Thornton to the Vendor, should such an instance occur.

The Vendor shall ensure that all storage areas that are utilized by the Vendor:

- Shall have all Thornton provided toiletries that are stored in the storage/chase areas, off of the ground and kept in an organized and tidy fashion.
- Shall be kept clear of any debris on the floor that may have been brought in by the Vendor.
- Shall turn off all water faucets utilized by the Vendor to fill any cleaning buckets.
- Shall keep floors dry of any spilled water from a Vendor's bucket (mop or individual).
- Shall turn off any lights that have been turned on by the Vendor during the cleaning session.

B.8 VENDOR RESPONSIBILITIES FOR MAINTENANCE REQUESTS:

Thornton owns all of the worksites listed within this solicitation, with the exception of the ABAC, which is leased for Thornton to use as an office space. When a Vendor is performing a cleaning, and the Vendor notices an issue with the area, the Vendor shall notify the Thornton superintendent for that worksite immediately. This includes, but is not limited to, vandalism, broken or leaking faucets, toilets and/or urinals, damaged entry doors, damaged stall partitions and doors, etc.

Upon award and final contract, contact information for Thornton's Building Maintenance team shall be provided to the awarded Vendor(s), including how to report incidents.

During the scheduled cleaning sessions, should the Vendor encounter the issue of Thornton provided toiletries being low in stock, it shall be the Vendor's responsibility to immediately notify the Thornton Agency superintendent of that worksite of the low stock item(s). This may be via an email, text message, phone call, or in-person verbal communication. The Vendor shall not "leave a note" or other communication that is not a direct communication to the superintendent. The Vendor will continue forward with the scheduled cleaning and complete all other duties as required by the scope of work.

B.9 VENDOR RESPONSIBILITIES FOR SECURITY, BACKGROUND CHECKS, AND UNIFORMS:

As part of the resulting agreement from this solicitation, the awarded Vendor(s) shall perform background checks on all of its employees, and such checks shall be run through the Colorado Bureau of Investigation ("CBI") with regular background checks.

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. The Vendor shall maintain a workforce that is capable of working on sites for Thornton that contain equipment, goods, and monies owned by Thornton.

Upon completion of a cleaning of a worksite, the awarded Vendor(s) shall be required to ensure the following items are completed, where applicable at and depending on each worksite's requirements:

- Turn off all lights
- Lock all doors
- Set all alarms

When cleaning is being performed by the Vendor at a Thornton worksite, the Vendor shall be fully uniformed and wear visible company clothing and badges that allow for quick and easy identification of the Vendor's employee that is present at the worksite.

B.10 SUBCONTRACTING OF CLEANING SERVICES:

Thornton does realize that proposing Vendors may have different solutions available to them to fill Thornton's needs. Vendors who only provide a proposal solution but subcontract the actual cleaning services, will be allowed to propose their solution. Thornton's preference is for the proposing Vendor to be the company that does the actual cleaning service, however, Thornton will still consider all proposals from Vendors who do have a Prime and Subcontractor style of a proposal.

Should a Vendor's proposed solution include a Subcontractor who performs the cleaning service, the proposing Vendor will need to identify to Thornton in their proposal who this Subcontractor is, and that the proposing Vendor will serve as the "Prime" Vendor. The Prime Vendor shall be responsible for any issues with the cleaning service itself, and for any workmanship issues with the cleaning, including but not limited to, any remedies to poor workmanship, failed/missed cleaning services, general billing and billing issues, payment to the Subcontractor, insurance coverage, etc. Thornton will not enter into two (2) separate agreements, one (1) with the Prime and one (1) with the Subcontractor.

B.11 WORKMANSHIP EXPECTATIONS:

The awarded Vendor(s) from this solicitation shall perform all services 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.

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

B.12 SCOPE OF WORK – ABAC INDOORS CLEANING REQUIREMENTS:

The following scope of work is specific for the ABAC, with all items stated below as being included in each cleaning session performed by the awarded Vendor, with the worksite's cleaning frequency listed above in Section B.5 – Service Locations and Frequencies, unless a different cleaning frequency is otherwise specified by the Thornton Agency superintendent of the worksite.

1) Entrance and Waiting Area:

- a) Sweep clean and remove any foreign materials from the metal tracks of the entrance doors located at the front of the building.
- b) Clean, as necessary, any interior side of an entrance door that is noticeably smudged with multiple handprints or visible foreign materials. This includes using a window cleaning solution that removes dust and fingerprints, and disinfects the surface.
- c) The Vendor shall use a wet cloth and cleaning solution to wipe the waiting area's table tops, legs, "feet", supports of all tables and chairs, and baseboards, including the removal of any foreign materials from the surfaces. The cleaning solution used by the Vendor should be a "quick dry" solution that does not leave standing water.
- d) The Vendor shall use a dry cloth or dust rag to wipe clean all open ledges, shelving, and horizontal spaces that are visible and accessible to the Vendor, without disturbing any office materials.
- e) Clean the interior windows and handles of the entrance doors, including the removal of any foreign materials, and with a window cleaning solution that removes dust and fingerprints, and disinfects the surfaces.
- f) All floors and baseboards shall be cleared of all debris, including all foreign materials and paper products, with debris swept into trash bins and properly disposed of. Upon the conclusion of sweeping, all non-carpeted flooring shall then be mopped clean with cleaning materials and disinfectant.
- g) Vacuum all carpeted areas within the waiting area, including the entrance, under all tables, and the main waiting area, including all carpeted entrance mats.

2) Office Spaces:

- a) Within both offices, the Vendor shall use a dry cloth or dust rag to wipe clean all open ledges, shelving, and desktops that are visible and accessible to the Vendor, without disturbing any office materials.
- b) Clean both sides of the office windows, including the removal of any foreign materials, and with a window cleaning solution that removes dust and fingerprints, and disinfects the surfaces.
- c) All floors and baseboards shall be cleared of all debris, including all foreign materials and paper products, with debris swept into trash bins and properly disposed of. Upon the conclusion of sweeping, all non-carpeted flooring shall then be mopped clean with cleaning materials and disinfectant.
- d) Vacuum all carpeted areas within the office spaces, including under all desks and chairs.

- e) All trash receptacles shall be emptied, with the soiled trash liner that is filled with trash, removed and disposed of in an onsite dumpster provided by Thornton. Once removed, the Vendor will then replace the emptied trash receptacle with a new trash liner.

3) Meeting Areas and Workspaces:

- a) The Vendor shall use a dry cloth or dust rag to wipe clean all open ledges, shelving, and desktops that are visible and accessible to the Vendor, without disturbing any office materials.
- b) Clean, as necessary, any interior side of an exterior facing window that is noticeably smudged with multiple handprints or visible foreign materials. This includes using a window cleaning solution that removes dust and fingerprints, and disinfects the surface.
- c) Vacuum all carpeted areas within the space, including under all desks and chairs.
- d) All floors and baseboards shall be cleared of all debris, including all foreign materials and paper products, with debris swept into trash bins and properly disposed of. Upon the conclusion of sweeping, all non-carpeted flooring shall then be mopped clean with cleaning materials and disinfectant.
- e) All trash receptacles shall be emptied, with the soiled trash liner that is filled with trash, removed and disposed of in an onsite dumpster provided by Thornton. Once removed, the Vendor will then replace the emptied trash receptacle with a new trash liner.

4) Breakroom:

- a) The Vendor shall use a wet cloth and cleaning solution to wipe the breakroom's table tops, legs, "feet", supports of all tables and chairs, and baseboards, including the removal of any foreign materials from the surfaces. The cleaning solution used by the Vendor should be a "quick dry" solution that does not leave standing water.
- b) The Vendor shall use a wet cloth and cleaning solution to wipe the front surfaces of the breakroom's microwave and refrigerator, including the removal of any foreign materials from the surfaces. The cleaning solution used by the Vendor should be a "quick dry" solution that does not leave standing water.
- c) Within both offices, the Vendor shall use a dry cloth or dust rag to wipe clean all open ledges, shelving, and cabinet fronts that are visible and accessible to the Vendor, without disturbing any office materials.
- d) Within the breakroom, all countertops, breakroom sinks, hand washing stations, and the water bottle filling station/drinking fountain, shall be cleared of all debris, wiped clean of all foreign materials, and disinfected.
- e) The soap dispenser shall be replenished until it is full.

- f) All paper towels shall be replenished, if used and applicable in this area. All paper products shall be installed within their respective receptacles.
 - i) It shall be unacceptable for a Vendor to only set a paper product on a shelf, unless otherwise directed by the Thornton Agency superintendent of the worksite due to broken or damaged equipment within the breakroom.
 - g) All floors and baseboards shall be cleared of all debris, including all foreign materials and paper products, with debris swept into trash bins and properly disposed of. Upon the conclusion of sweeping, all non-carpeted flooring shall then be mopped clean with cleaning materials and disinfectant.
 - h) All trash receptacles shall be emptied, with the soiled trash liner that is filled with trash, removed and disposed of in an onsite dumpster provided by Thornton. Once removed, the Vendor will then replace the emptied trash receptacle with a new trash liner.
- 5) Men's and Women's Restroom (one of each):
- a) All washbasins, faucets, countertops, hand drying equipment (air dryer or paper towel dispenser), handicap stall rails (where installed and applicable), diaper changing stations (where installed and applicable), toilets, and urinals, shall be cleared of all debris, wiped clean of all foreign materials, and disinfected.
 - b) All mirrors shall be wiped clean of all foreign materials, and be cleaned of all streaks.
 - c) All bathroom stall partitions, privacy doors, walls, entrance doors, and door handles located within the restroom, shall be cleared of all debris, wiped clean of all foreign materials, and disinfected.
 - d) All soap dispensers shall be replenished until they are full.
 - e) All paper products, including paper towels and toilet paper within each stall, shall be replenished. All paper products shall be installed within their respective receptacles.
 - i) It shall be unacceptable for a Vendor to only set a paper product on a shelf, unless otherwise directed by the Thornton Agency superintendent of the worksite due to broken or damaged equipment within the restroom.
 - f) All floors and baseboards shall be cleared of all debris, including all foreign materials and paper products, with debris swept into trash bins and properly disposed of. Upon the conclusion of sweeping, the floor shall then be mopped clean with cleaning materials and disinfectant.
 - g) All feminine napkin disposal bins shall be emptied, with soiled materials disposed of in the onsite dumpster provided by Thornton. All bin liners shall be replaced, if applicable, and all bins shall be disinfected.

- h) All trash receptacles shall be emptied, with the soiled trash liner that is filled with trash, removed and disposed of in an onsite dumpster provided by Thornton. Once removed, the Vendor will then replace the emptied trash receptacle with a new trash liner.

6) Monthly Additional Cleaning Duties:

The following items shall be done on the **first Tuesday of each month** by the Vendor, instead of every cleaning session.

- a) The Vendor shall use a dry cloth or dust rag to wipe clean all window blinds for all exterior facing windows, wall and light fixtures, and window and door frames.
- b) The Vendor shall use a dry cloth or dust rag to wipe clean all air vents and corners to remove and free said corners from any dust and/or cobwebs for all rooms within the ABAC and stated within this scope of work.
- c) The Vendor shall use a dry cloth or dust rag to wipe clean all plastic furniture (e.g., chairs and tables) located within the Meeting Areas and Workspaces.

B.13 SCOPE OF WORK – THORNCREEK CLUBHOUSE INDOORS CLEANING REQUIREMENTS:

The following scope of work is specific for the Thorncreek Clubhouse, with all items stated below as being included in each cleaning session performed by the awarded Vendor, with the worksite's cleaning frequency listed above in Section B.5 – Service Locations and Frequencies, unless a different cleaning frequency is otherwise specified by the Thornton Agency superintendent of the worksite.

1) Entrance and Interior Dining Area:

- a) Sweep clean and remove any foreign materials from the metal tracks of the entrance doors located at the front of the building.
- b) Vacuum all carpeted areas within the clubhouse, including the entrance, hallways, under all dining tables, and the main dining area, including all carpeted entrance mats.
- c) Clean the interior windows and handles of the entrance doors, including the removal of any foreign materials, and with a window cleaning solution that removes dust and fingerprints, and disinfects the surfaces.
- d) All trash receptacles shall be emptied, with the soiled trash liner that is filled with trash, removed and disposed of in an onsite dumpster provided by Thornton. Once removed, the Vendor will then replace the emptied trash receptacle with a new trash liner.

- e) Clean the interior windows of the entrance door and garage door located in the interior dining, and the windows along the east wall next to the women's restroom, including the removal of any foreign materials from the window and the window ledges, and with a window cleaning solution that removes dust and fingerprints.
 - i) **Note:** This particular item shall be done every **Monday** night by the Vendor, instead of every cleaning session.
- f) The Vendor shall use a wet cloth and cleaning solution to wipe the legs, "feet", supports of all dining tables and chairs, and baseboards, including the removal of any foreign materials from the surfaces. The cleaning solution used by the Vendor should be a "quick dry" solution that does not leave standing water.
 - i) **Note:** This particular item shall be done every **Monday** night by the Vendor, instead of every cleaning session.
- g) The Vendor shall use a dry cloth or dust rag to wipe clean all air vents and corners to remove and free said corners from any dust and/or cobwebs.
 - i) **Note:** This item shall be done every **Monday** night by the Vendor, instead of every cleaning session.

2) Kitchen and Bar Area:

- a) Pick up all comfort and non-slip mats off of the floor areas in the kitchen and bar areas. All floors shall be cleared of all debris, including all foreign materials and paper products, with debris swept into trash bins and properly disposed of. Upon the conclusion of sweeping, the floor shall then be mopped clean with cleaning materials and disinfectant.
 - i) Once the floors have dried and before the Vendor has left the worksite, the Vendor shall lay the mats back down on the floor in the locations in which they were originally picked up.
- b) All countertops and hand washing stations shall be cleared of all debris, wiped clean of all foreign materials, and disinfected.
- c) The Vendor shall use a dry cloth or dust rag to wipe clean all air vents and corners to remove and free said corners from any dust and/or cobwebs.
 - i) **Note:** This item shall be done every **Monday** night by the Vendor, instead of every cleaning session.
- d) Clean the interior windows of the garage door located in bar area behind the bar top, including the removal of any foreign materials from the window ledge, and with a window cleaning solution that removes dust and fingerprints and disinfects the surfaces.
 - i) **Note:** This particular item shall be done every **Monday** night by the Vendor, instead of every cleaning session.

3) Men's and Women's Restroom (one of each):

- a) All washbasins, faucets, countertops, hand drying equipment (air dryer or paper towel dispenser), handicap stall rails (where installed and applicable), diaper changing stations (where installed and applicable), toilets, and urinals, shall be cleared of all debris, wiped clean of all foreign materials, and disinfected.
- b) All mirrors shall be wiped clean of all foreign materials, and be cleaned of all streaks.
- c) All bathroom stall partitions, privacy doors, walls, entrance doors, and door handles located within the restroom, shall be cleared of all debris, wiped clean of all foreign materials, and disinfected.
- d) The Vendor shall use a dry cloth or dust rag to wipe clean all air vents and corners to remove and free said corners from any dust and/or cobwebs.
- e) All soap dispensers shall be replenished until they are full.
- f) All paper products, including paper towels and toilet paper within each stall, shall be replenished. All paper products shall be installed within their respective receptacles.
 - i) It shall be unacceptable for a Vendor to only set a paper product on a shelf, unless otherwise directed by the Thornton Agency superintendent of the worksite due to broken or damaged equipment within the restroom.
- g) All floors and baseboards shall be cleared of all debris, including all foreign materials and paper products, with debris swept into trash bins and properly disposed of. Upon the conclusion of sweeping, the floor shall then be mopped clean with cleaning materials and disinfectant.
- h) All feminine napkin disposal bins shall be emptied, with soiled materials disposed of in the onsite dumpster provided by Thornton. All bin liners shall be replaced, if applicable, and all bins shall be disinfected.
- i) All trash receptacles shall be emptied, with the soiled trash liner that is filled with trash, removed and disposed of in an onsite dumpster provided by Thornton. Once removed, the Vendor will then replace the emptied trash receptacle with a new trash liner.

B.14 SCOPE OF WORK – THORNCREEK MAINTENANCE SHOP INDOORS CLEANING REQUIREMENTS:

The following scope of work is specific for the Thorncreek Maintenance Shop, which is a separate building from the Thorncreek Clubhouse, but located at the same address. All items stated below are included in each cleaning session performed by the awarded Vendor, with the worksite's cleaning frequency listed above in Section B.5 – Service Locations and Frequencies, unless a different cleaning frequency is otherwise specified by the Thornton Agency superintendent of the worksite.

1) Restroom (one unisex):

- a) All washbasins, faucets, countertops, hand drying equipment (air dryer or paper towel dispenser), toilets, and urinals, shall be cleared of all debris, wiped clean of all foreign materials, and disinfected.
- b) All mirrors shall be wiped clean of all foreign materials, and be cleaned of all streaks.
- c) All bathroom stall partitions, privacy doors, walls, entrance doors, and door handles located within the restroom, shall be cleared of all debris, wiped clean of all foreign materials, and disinfected.
- d) The lockers within the restroom shall have their exteriors, front and top, wiped clean with a dry cloth or dust rag.
- e) The Vendor shall use a dry cloth or dust rag to wipe clean all air vents and corners to remove and free said corners from any dust and/or cobwebs.
- f) All soap dispensers shall be replenished until they are full.
- g) All paper products, including paper towels and toilet paper within each stall, shall be replenished. All paper products shall be installed within their respective receptacles.
 - i) It shall be unacceptable for a Vendor to only set a paper product on a shelf, unless otherwise directed by the Thornton Agency superintendent of the worksite due to broken or damaged equipment within the restroom.
- h) All floors and baseboards shall be cleared of all debris, including all foreign materials and paper products, with debris swept into trash bins and properly disposed of. Upon the conclusion of sweeping, the floor shall then be mopped clean with cleaning materials and disinfectant.
- i) All trash receptacles shall be emptied, with the soiled trash liner that is filled with trash, removed and disposed of in an onsite dumpster provided by Thornton. Once removed, the Vendor will then replace the emptied trash receptacle with a new trash liner.

2) Entrance, Breakrooms, and Offices:

- a) Sweep clean and remove any foreign materials from the metal tracks of the entrance doors located at the front of the building.
- b) Vacuum all carpeted areas within the offices, including under all desks/tables, and all carpeted entrance mats.
- c) Clean the interior windows of the entrance doors, both sides of the windows located in each office, and the windows within the breakroom, including the removal of any foreign materials from the window and window ledge, and with a window cleaning solution that removes dust and fingerprints and disinfects the surfaces.

- d) Within both offices, the Vendor shall use a dry cloth or dust rag to wipe clean all open ledges, shelving, and desktops that are visible and accessible to the Vendor, without disturbing any office materials.
- e) Within the breakroom, all countertops, breakroom sinks, hand washing stations, and the water bottle filling station/drinking fountain, shall be cleared of all debris, wiped clean of all foreign materials, and disinfected.
- f) The Vendor shall use a dry cloth or dust rag to wipe clean all air vents and corners to remove and free said corners from any dust and/or cobwebs.
- g) The soap dispenser shall be replenished until it is full.
- h) All paper towels shall be replenished, if used and applicable in this area. All paper products shall be installed within their respective receptacles.
 - i) It shall be unacceptable for a Vendor to only set a paper product on a shelf, unless otherwise directed by the Thornton Agency superintendent of the worksite due to broken or damaged equipment within the breakroom.
- i) All floors and baseboards shall be cleared of all debris, including all foreign materials and paper products, with debris swept into trash bins and properly disposed of. Upon the conclusion of sweeping, all non-carpeted flooring shall then be mopped clean with cleaning materials and disinfectant.
- j) All trash receptacles shall be emptied, with the soiled trash liner that is filled with trash, removed and disposed of in an onsite dumpster provided by Thornton. Once removed, the Vendor will then replace the emptied trash receptacle with a new trash liner.
 - i) This includes a single trash receptacle that is located in the maintenance bay, just inside the entrance door to the maintenance bay.

B.15 SCOPE OF WORK – PARKS FACILITIES OUTDOORS CLEANING REQUIREMENTS:

The following scope of work is specific for all Parks outdoor facilities, with all items stated below as being included in each cleaning session performed by the awarded Vendor, with the worksite's cleaning frequency listed above in Section B.5 – Service Locations and Frequencies, unless a different cleaning frequency is otherwise specified by the Thornton Agency superintendent of the worksite.

1) Men's and Women's Restroom (one of each at each worksite):

- a) All washbasins, faucets, countertops, hand drying equipment (air dryers), handicap stall rails (where installed and applicable), diaper changing stations (where installed and applicable), toilets, and urinals, shall be cleared of all debris, wiped clean of all foreign materials, and disinfected.

- b) All mirrors (where installed and applicable) shall be wiped clean of all foreign materials, and be cleaned of all streaks.
- c) All bathroom stall partitions, privacy doors, walls, entrance doors, and door handles located within the restroom, shall be cleared of all debris, wiped clean of all foreign materials, and disinfected.
- d) All soap dispensers shall be replenished until they are full.
- e) All toilet paper within each stall shall be replenished. All paper products shall be installed within their respective receptacles.
 - i) It shall be unacceptable for a Vendor to only set a paper product on a shelf, unless otherwise directed by the Thornton Agency superintendent of the worksite due to broken or damaged equipment within the restroom.
- f) All floors and baseboards shall be cleared of all debris, including all foreign materials and paper products, with debris swept into trash bins and properly disposed of. Upon the conclusion of sweeping, the floor shall then be mopped clean with cleaning materials and disinfectant.
- g) All feminine napkin disposal bins shall be emptied, with soiled materials disposed of in the onsite dumpster provided by Thornton. All bin liners shall be replaced, if applicable, and all bins shall be disinfected.
- h) All trash receptacles shall be emptied, with the soiled trash liner that is filled with trash, removed and disposed of in a dumpster provided by Thornton. Once removed, the Vendor will then replace the emptied trash receptacle with a new trash liner.
 - i) **Note:** Thornton Parks have dumpsters at the following locations:
 - (1) Thornton Sports Complex
 - (2) Trail Winds Park
 - (3) Carpenter Sports Complex (the Boat House and Traffic Circle worksites)
 - ii) **Note:** For all other worksites that do not have a dumpster, the Vendor shall collect all trash at the worksite and dispose of it at either a Parks worksite that does have a dumpster provided, or the Vendor shall haul the trash away at their own expense. Thornton shall not be liable for separate dumpster or haul away fees for trash.
- i) The Vendor shall use a dry cloth or dust rag to wipe clean all air vents and corners to remove and free said corners from any dust and/or cobwebs.
 - i) **Note:** This particular item shall be done **the first Monday of every month** by the Vendor, instead of every cleaning session.

B.16 OPTIONAL CLEANING SERVICES:

All of the scope of work for each worksite listed above is the standard scope of work for the cleaning frequencies stated. From time to time, each facility may need additional cleaning duties based on their individual needs.

The following items listed below are additional, as-requested, cleaning services that may be requested by any of the Thornton Agencies, with a general description of each. As these are as-requested services, Thornton cannot guarantee the frequency in which these optional cleaning services may be utilized by each Agency, as it may vary for each item, cost for each item, and how much in need of the services the Agency feels their worksite does need these services.

Each of these items has also been listed within the proposal items pricing form as a separate line item, as Thornton would consider each of these to be a separate charge from the awarded Vendor(s).

1) ABAC:

- a) Removal of light fixture shades to wipe clean the interior of each light fixture with a dry cloth and cleaning solution by the Vendor, and then the replacing of the light fixture shade back into place.
 - i) This includes the removal of all dead flying insects (e.g., moths, flies, etc.) from the light fixture.
- b) Bonnett or “Deep Clean” the carpet.
 - i) This includes carpet shampooing, water extraction, cleaning of all carpeted areas, including high traffic and wear spots, within the entrance space of the ABAC, and any other known carpeted areas within the office space.
- c) Clean the floor-to-ceiling interior side of the exterior facing windows of the entire office space, including the removal of any foreign materials from the window and window ledge, and with a window cleaning solution that removes dust and fingerprints and disinfects the surfaces.

2) Thorncreek Clubhouse:

- a) Bonnett or “Deep Clean” the carpet.
 - i) This includes carpet shampooing, water extraction, cleaning of all carpeted areas, including high traffic and wear spots, within the entrance space of the Clubhouse, and any other known carpeted areas within the office space.
- b) Deep cleaning of the tile and grout within both restrooms of the Clubhouse with a cleaning solution that removes built up grease and grime.

3) Thorncreek Maintenance Shop:

- a) Bonnett or “Deep Clean” the carpet.
 - i) This includes carpet shampooing, water extraction, cleaning of all carpeted areas, including high traffic and wear spots, within the entrance space of the Maintenance Shop, and any other known carpeted areas within the workspace.

4) Parks Outdoor Facilities:

- a) Deep cleaning of a Parks restroom that includes the use of a power washer and chemicals, supplied by the Vendor, to remove caked in dirt, grease, and grime.

B.17 FUTURE WORK CONSIDERATIONS AND PROCEDURES:

As Thornton continues to grow, there may be additional needs outside of these initial current locations in which Thornton needs an awarded Vendor's assistance, however, those shall be taken into consideration on a case-by-case basis.

The agreement that results from this solicitation with the awarded Vendor(s) shall serve as the basis for the agreed upon terms and conditions and general expectations for all projects under this award. For future work that includes new worksites in which funding has been appropriated, the general process for the awarded Vendor and Thornton to follow should be:

- 1) An initial needs assessment with the Vendor and the Thornton Agency superintendent that is assigned to the worksite.
- 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 Thornton Agency superintendent for review.
 - a) Each Scope of Work shall contain at a minimum:
 - i) Detailed descriptions of what will be provided by the Vendor for that worksite's cleaning service.
 - ii) Cleaning frequency and schedule for when cleanings will take place;
 - iii) Confirmation of the agreement's pricing structure having been utilized;
 - iv) Any additional special considerations regarding the job environment.
 - (1) Note, it is at this stage that the Thornton Agency superintendent and the Vendor may have revisions of the Scope of Work in order to reach a final satisfaction of Thornton's needs.

Once the Thornton Agency superintendent finds the quote satisfactory, the Thornton 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.

Upon review and approval from Contracts and Purchasing Division, the Purchasing Analyst will then create a Change Order Form to memorialize the added worksite, which will be signed off on by both Parties, Vendor and Thornton. Once the Change Order has been fully signed, a Purchase Order based upon the finalized Scope of Work and pricing, will be issued from the requisition, which the Purchasing Analyst will then disseminate the Purchase Order to the Vendor and the Thornton Agency superintendent of that worksite.

B.18 ESTIMATED QUANTITIES:

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

B.19 F.O.B. POINT:

Prices quoted shall be F.O.B. Destination. Thornton shall not be liable for any travel or mileage costs incurred by the awarded Vendor.

B.20 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.

The awarded Vendor shall be required to have the capability to bill individual End User Agencies and worksites. Vendors who can only provide one "lump" sum bill or not break out their billing to show individual Agencies and worksites may not be considered for evaluation.

B.21 INTERVIEWS:

Thornton may elect to conduct Vendor interviews in order to clarify and answer additional questions. All interviews will be held at a physical or 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 an interview conducted by Thornton during this RFP process.

B.22 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.23 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 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.

All proposal questions have been included as part of this RFP and are under separate cover, with the file that is titled as, "147-24 RFP Appendix No. 1 Proposal Questions 06-18-24".

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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, 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 PRICING:

All prices quoted shall be firm and fixed for the initial term, which is from the date of an executed agreement, until December 31, 2025.

D.4 ANNUAL PRICE UPDATES:

After the initial term, the awarded 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.5 REIMBURSEABLE EXPENSES:

Reimbursable expenses for travel, mileage, photocopying, and printing will not be applicable. All proposed Vendor rates shall be inclusive of standard office equipment, labor, cleaning equipment and supplies, cleaning chemicals, by Thornton, personal protective equipment (“PPE”), mileage, travel, insurance coverage for the firm’s business, insurance coverage for the firm’s employees, payroll and benefits paid to the firm’s employees, insurance, 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.6 PROPOSAL ITEMS:

The pricing form for this RFP will be in a Microsoft Excel format, for the Vendor to complete the form. The form is under separate cover and is entitled “147-24 RFP Appendix No. 2 Pricing Form 06-18-24”.

Any prices not stated by the Vendor within this pricing form shall be considered by Thornton to be inclusive of the pricing that has been provided by the Vendor, with the only exception being that of future services that have not been created or available for offer by the Vendor. Proposing Vendors shall not state pricing outside of this form.

Proposing Vendors are to complete the pricing form and submit it back to Thornton in the original Microsoft Excel format and **not** as a Adobe PDF.

Proposing Vendors are to provide a price that is **per individual** cleaning session, not a weekly or monthly rate. Vendors who propose a weekly or monthly rate will be required to resubmit their pricing in the format of a price **per individual** cleaning session.

Proposing Vendors may bid on one or both main groups, along with any optional items listed within Group 3 listed below. Vendors who do not wish to bid on a particular group shall enter “N/B” or “No Bid” to signify that they do not wish to bid on that particular group. However, if you as a proposing Vendor do not provide a bid on all items within either Group 1 or Group 2, you may be deemed as non-responsive and excluded from further evaluation.

Pricing has been broken up into the following categories, and includes each of the following:

1) Group 1 – Indoor Facilities

- a) Economic Development - ABAC
- b) Thorncreek Golf
 - i) Clubhouse
 - ii) Maintenance Shop

2) Group 2 – Outdoor Facilities

- a) Parks and Recreation
 - i) Northern Lights Ball Fields
 - ii) Thornton Sports Complex
 - iii) Trail Winds Park
 - iv) Carpenter Park Boat House
 - v) Carpenter Park Traffic Circle
 - vi) Woodglen/Brookshire Park
 - vii) Community Park

3) Group 3 – Optional Cleaning Items

- a) ABAC
 - i) Light Fixtures
 - ii) Carpet Cleaning
 - iii) Floor-to-Ceiling Window Cleaning
- b) Thorncreek Clubhouse
 - i) Carpet Cleaning
 - ii) Tile and Grout Cleaning
- c) Thorncreek Maintenance Shop
 - i) Carpet Cleaning
- d) Parks Outdoor Facilities
 - i) Deep Cleaning and Power Washing
- e) Hourly Rate
 - i) For to be determined at a later date future work requests and worksites that Thornton may need the Vendor's assistance with providing cleaning services.
(1) See Section B.16 – Future Work Considerations and Procedures

The remainder of this page has been left blank intentionally.

SECTION E: PROPOSAL INSTRUCTIONS, EVALUATION, AND AWARD**E.1 PROPOSAL POSTED LOCATIONS:**

This Request for Proposal (RFP) has been posted publicly to the following locations:

- BidNet® Direct: www.BidNetDirect.com
- Thornton's Purchasing website: <https://solicitations.thorntonco.gov/solicitations>

Thornton currently uses BidNet Direct® and its own website to distribute official records for all copies of publicly posted proposals for viewing. Both websites operate as a free to view and download option for prospective Vendors.

Upon request by a Proposing Vendor, the Purchasing Division will also make this solicitation available for viewing at the Contracts and Purchasing Division office. The address for the office is located on the cover page of this RFP.

E.2 PRE-PROPOSAL CONFERENCE AND JOB WALK:

A pre-proposal conference will be conducted on the date and time listed in the Schedule of Events on the cover page. The proposal scope or work will be reviewed and discussed at this time. The location of the pre-proposal conference is as follows:

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

Upon completion of the pre-proposal conference, the Purchasing Analyst will provide a job walk with proposing Vendors being responsible for their own travel accommodations. The Purchasing Analyst will show each site to the Vendors, however, these sites will not be available for the Vendors to visit and speak with the Purchasing Analyst beyond the date and time of this job walk. The locations that will be visited during the job walk are as follows:

- ABAC
- Thorncreek Clubhouse
- Thorncreek Maintenance Shop
- One (1) of the Parks and Recreation outdoor facilities that will be determined on the day of the job walk.
 - Proposing Vendors may visit all other Parks and Recreation outdoor restroom facilities on their own time and schedule.

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.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.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 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.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 by group. For any group, prices must be shown for each item within the group. Proposals submitted without individual item prices listed will be considered as non-responsive and rejected.

Should a proposing Vendor propose on providing services for both of Thornton's groups, indoor facilities and outdoor facilities, it shall be at Thornton's sole discretion to award that Vendor for both groups, if that Vendor's proposal provides Thornton with the greatest operational efficiency and financial decision.

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 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.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 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.13 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.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.

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

A sample General Services 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.

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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: _____

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