

REQUEST FOR PROPOSAL (RFP)

RFP No. 271-24

THORNTON POLICE DEPARTMENT PSYCHOLOGICAL SERVICES

Purchasing Analyst of Record: Andrew Miskell, CPPB

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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	June 27, 2024	
Deadline to Submit Additional Questions	July 11, 2024	11:00 P.M.
Response to Written Questions	July 16, 2024	
Proposal Due Date	July 23, 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 services from qualified firms to provide clinical psychological services to the Thornton Police Department ("TPD") peer support team members, and one-on-one counseling sessions for TPD personnel.

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

B.1 CURRENT STATE:

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

In 2019, Thornton was provided with grant funding to provide the TPD employees, including both sworn officers and non-sworn staff, with the ability to work with clinicians for mental health services. The currently awarded Vendor has been providing such mental health services for the TPD on an ongoing basis, with services being done typically within the TPD headquarters in a space that the TPD has created as a dedicated space for the clinician and client to work in.

This RFP has been published because Thornton’s agreement with the current provider is set to expire on December 31, 2024, and Thornton is required to resolicit these needs through a public solicitation process.

B.2 AWARD LENGTH:

The initial award from this solicitation will be from **January 1, 2025, 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.3 SCOPE OF WORK – GENERAL CONSIDERATIONS:

Thornton is seeking a qualified firm and/or individual clinicians to provide various short-term clinical psychological and mental health services for the TPD staff, along with providing training to the TPD’s peer support team members, through one-on-one counselling sessions. These sessions will be conducted on an as-needed basis by the awarded Vendor with the TPD client, and if requested by the clinician and approved by the client, the staff’s family members.

All work performed by the Vendor’s staff shall be within the guidelines that are professionally recognized and accepted by mental health professionals and their professional associations, e.g., National Association of Social Workers (“NASW”), American Psychological Association (“APA”), etc.

Thornton will accept proposals from individuals who meet the qualifications listed within this RFP, or from a group practice or firm with employees as well.

B.4 REQUIRED EDUCATION, EXPERIENCE, AND CLINICAL LICENSURES:

Throughout the entire period of the eventual agreement, the awarded Vendor shall retain clinicians who have, at a minimum, the following:

- 1) A college degree from an accredited college or university that is recognized by the American Council of Education with a focus on mental health, social work, and/or psychology.
- 2) Shall be a licensed mental health professional, with a licensure that is registered with and of “good standing” with the Colorado Department of Regulatory Agencies.
 - a) A licensed mental health professional may be defined as any of the following licensure types, or combination thereof, with all licensures being current and active with the Colorado Department of Regulatory Agencies (“DORA”):
 - i) Psychologist
 - ii) Licensed Clinical Social Worker (“LCSW”)
 - iii) Licensed Practicing Clinician or Counselor (“LPC”)
 - iv) Licensed Marriage and Family Therapist (“LMFT”)
- 3) A minimum of two (2) years of post-licensure experience, including experience with police crisis and/or trauma counseling.

Thornton has a preference, not a requirement, that the clinical staff have experience working with emergency services, military personnel/family, and/or experience in marriage and family counseling.

B.5 KNOWLEDGE, SKILLS, AND ABILITIES:

The awarded Vendor’s clinical staff who are running sessions with TPD clients, should possess the following knowledge, skills, and abilities, for there to be a successful partnership between Thornton and the Vendor.

- 1) An ability to communicate effectively with emergency services employees.
- 2) An ability to provide intervention counseling regarding crisis, disaster, and critical incidents to departmental personnel, as well as civilian staff members.
- 3) An ability to provide support and counselling services on an as-needed basis for TPD personnel, with presented issues potentially impacting the client’s work focus or performance.
- 4) An ability to perform early intervention counseling.
- 5) A knowledge base of State of Colorado and the mental health profession guidelines for counseling and confidentiality.

- 6) An ability to communicate ideas and training topics clearly and concisely, both orally and in writing.
- 7) A knowledge of various current counseling techniques and assessment instruments.
- 8) An ability to establish and maintain effective working relationships with all internal and external Agency customers and personnel.

B.6 STAFF/PEER SUPPORT MEETINGS

If during the short-term mental health services that the Vendor is providing to a TPD employee, the Vendor's clinician becomes aware or has a significant concern about the TPD employee's well-being, the Vendor shall provide further individual sessions with the employee and/or notify the TPD Peer Support Team of the concern.

The awarded Vendor's clinicians can expect to meet on a monthly basis with the TPD Peer Support Team to provide one (1) hour of mental health services, and one (1) additional hour for on-going education for the Peer Support Team. These hours will include review of the TPD Peer Support Program, review of adoption and usage of available mental health services by TPD staff, updates on industry recommended best practices for mental health support, etc.

Upon request by the TPD, the awarded Vendor may be asked to provide a Peer Support program overview for new hires to the TPD, which includes explanation of services and support available to new TPD hires.

B.7 PROPOSED SCHEDULE:

The awarded Vendor will be expected to provide a clinician or group of clinicians for up to forty (40) hours per week. The Vendor's hours will be dedicated for providing short-term mental health services to TPD staff, documentation/notes for each session, meetings with the Peer Support Team, meeting preparation, educational training to TPD staff, etc..

These forty hours spent by the Vendor may include non-traditional work hours outside of a typical 8:00 a.m. to 5:00 p.m., Monday through Friday, in order to be flexible and accommodate TPD staff that work shifts other than "day shift". The awarded Vendor will be expected to be available, upon request by the TPD, to provide debriefings on any day of the week, including weekends, in coordination with the TPD Peer Support Team members.

In addition to non-traditional work hours, the awarded Vendor will be on-call for as-needed clinical mental health consultations on a twenty-four (24) hour a day, seven (7) days a week basis to aid in response to critical incidents. Following a critical incident, the awarded Vendor may be asked to provide any necessary wellness evaluations, including the filing of a duty re-entry statement, only if permitted by professional counseling standards given any pre-existing counseling relationship between the Vendor and the TPD staff member, and with the coordination of the TPD Peer Support Team for re-entry. This shall be allowed only if it adheres to TPD guidelines and the Vendor's professional obligations.

B.8 TRANSITION OF SERVICES:

Should the Vendor's assigned clinical staff become temporarily unavailable to perform their duties due to a planned or unexpected absence, the awarded Vendor is responsible for obtaining, scheduling, and paying for a licensed, qualified mental health professional to substitute in place of the original clinical staff that has become unavailable. The TPD shall review the proposed substitute's qualifications and provide written approval if the TPD agrees to the named proposed substitute prior to the substitute providing services. This approval shall be the sole responsibility of the TPD prior to services being substituted.

It shall be the sole responsibility of the awarded Vendor to provide any transition of clinical services between its own clinical staff and/or any substitute/temporary clinical staff. This includes all release of information consent documentation, session notes, etc.

Upon expiration or earlier termination of the Agreement that results from this solicitation, the Vendor shall accomplish a complete transition of the Services from Vendor to Thornton, or any replacement provider designated solely by Thornton, without any interruption of or adverse impact on the Services or any other services provided by Third Parties in this Agreement.

The Vendor shall cooperate fully with Thornton or such replacement provider and promptly take all steps required to assist in effecting a complete transition of the Services designated by Thornton. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Service(s) in the Agreement. The Vendor shall extend the Agreement monthly if additional time is required beyond the termination of the Agreement, if necessary, to effectuate the transition and Thornton.

B.9 ADDITIONAL FUTURE WORK CONSIDERATIONS:

The agreement that results from this solicitation with the awarded Vendor shall serve as the basis for the agreed upon terms and conditions and general expectations for all projects under this award that fall outside of the agreed upon scope of work. For future out-of-scope work in which funding has been appropriated, the general process for the awarded Vendor and Thornton to follow should be:

- 1) An initial needs assessment meeting with the Thornton personnel that is assigned to the project.
- 2) An initial Vendor recommendation and quoted SOW with pricing that reflects the agreement's pricing structure and requirements that is to be sent to Thornton for review.
 - a) Each Scope of Work shall contain at a minimum:
 - i) Detailed line-item pricing with units, descriptions, and quantities; and
 - ii) Confirmation of the agreement's pricing structure having been utilized;
 - (1) Note, it is at this stage that the PM and the Vendor may have revisions of the Scope of Work, pricing, and any required needs in order to reach a final satisfaction of Thornton's needs.

- 3) Once Thornton finds the quote satisfactory, 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.
- 4) Upon review and approval from Contracts and Purchasing Division, the Purchasing Analyst will then create a Purchase Order based upon the finalized Scope of Work and pricing, which the Purchasing Analyst will disseminate to the Vendor and the Thornton personnel.
- 5) Should there be any further additional needs/revisions be deemed as necessary after the initial Purchase Order is created, the same process from steps 1-4 will be completed again for the additional needs/revisions.

B.10 F.O.B. POINT AND INTERNET ACCESS:

Prices quoted shall be F.O.B. Destination for all services, with services to be conducted typically at the TPD headquarters. TPD’s headquarters are located at:

Thornton Police Department
9551 Civic Center Drive
Thornton, CO 80229

The awarded Vendor can expect a dedicated workspace to be provided for the Vendor’s clinicians, with internet and printing access available. Thornton will not be liable for providing the Vendor with a desktop or laptop computer. Depending on the Vendor’s clinical staff and the TPD employee, virtual sessions may be acceptable for the clinician to conduct, but only if it has been mutually agreed upon by the clinician and the TPD employee.

B.11 ESTIMATED QUANTITIES:

Dollar amounts 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.

During the current agreement’s cycle, the following dollar amounts have been spent by Thornton during each year for clinical psychological services for the TPD.

Year	Dollar Amount
2020	\$144,462.17
2021	\$172,821.25
2022	\$156,000.00
2023	\$156,000.00
2024	\$156,000.00

In previous years, Thornton has received grant funding for the usage of these types of services for Thornton's law enforcement team, however, Thornton has no guarantee that these grants will continue to be provided by the funding agencies in future years. Should grant funding become unavailable to Thornton, Thornton will coordinate with the awarded Vendor on a plan for continuation of services and what that may entail.

B.12 INTERVIEWS:

Thornton may elect to conduct Vendor interviews in order to clarify and answer additional questions. All interviews will be held at a physical/virtual location at Thornton's sole discretion and shall be at Thornton's decision if an interview is deemed as being necessary.

Thornton 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.13 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.14 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.15 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.16 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.

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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.

1) GENERAL VENDOR SUMMARY:

Please provide your firm's information on the following items:

- a) Full Legal Company Name;
- b) Your firm's headquarters/physical address;
- c) Primary contact information for this solicitation, including;
 - i) Name;
 - ii) Phone number; and
 - iii) Email address.
- d) Year your firm was established; and
- e) A current copy of your firm's W-9
 - i) Current IRS version is March 2024: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

2) REFERENCES:

Please provide at least three (3), but no more than five (5), references from firms and/or other law enforcement agencies that your firm has provided mental health services for in the past five (5) years. For these references, provide the following information for each reference:

- a) Name of the client firm or law enforcement agency;
- b) Reference's physical address;
- c) Current reference contact information, including;
 - i) Contact's name;
 - ii) Contact's position and title;
 - iii) Contact's email address; and
 - iv) Contact's phone number.
- d) Contract start and end dates (or "Ongoing" if still active) with each reference;
- e) Description of services provided to the reference; and
- f) Estimated contractual value.

3) PROPOSED CLINICAL STAFF:

Please provide information on who will be assigned from your firm to address Thornton's needs, including the following information:

- a) What are the names of each mental health professional who will be assigned by your firm to Thornton's needs;
- b) Each person's title and assigned job responsibilities as assigned by your firm;
- c) Estimated amount of time in a given week that each mental health professional will be assigned to Thornton's needs;
- d) Any copies or special acknowledgements for each mental health professional which are for special certifications or accreditation for the professional;
- e) A copy of each mental health professional's licensure with Colorado's DORA for proof of an active and current licensure; and
- f) A list of any actions or suspensions of the professional's licensure within the last ten (10) years:
 - i) Proposing Vendors may include a resume for each mental health professional as additional information within their submitted proposal. Each professional's resume should be one (1) page or less.

4) PROPSOAL APPROACH:

- a) How does your firm intend on providing in-person counseling sessions to the TPD employees? Will it be through in-person sessions, virtual only sessions, or does your firm seek to do a hybrid of both as your approach?
 - i) Proposing Vendors shall note that they do not need to have a physical location within the Denver Metro region to propose on this solicitation. However, a proposing Vendor that does not have an office located in the Denver Metro region must address on how they would intend on completing the Scope of Work to the City's satisfaction (i.e., conducting surveys, meetings with Thornton officials, installations, etc.) when they provide their answer to this and all proposal questions.
 - (1) The Denver Metro region is considered to be the I-25 corridor that spans from Fort Collins, CO to Colorado Springs, CO.
- b) Of your firm's proposed mental health team, what hours of the day/week does your firm intend on assigning each mental health professional, if your firm is awarded from this RFP?
- c) Does your firm recommend conducting an annual check-in with each employee, sworn officer and non-sworn staff, even if they are not actively involved in counseling services? Yes or no, and why does your firm make the recommendation you've made?
- d) Please provide a detailed approach of your understanding of this RFP's scope of work as it has been listed above, and how your firm will meet/exceed the requirements of this RFP.

5) EXPERIENCE AND APPROACH TO TRAUMA INFORMED CARE:

- a) What is your firm's experience and approach with trauma informed care ("TIC") and law enforcement clients?
- b) Of the mental health professionals that are with your firm and that you have proposed as being assigned to Thornton's needs, what are the professionals' experience with TIC and law enforcement?
- c) How do your mental health professionals approach treatment with law enforcement officials and non-sworn staff for chronic, acute, and vicarious treatments?
- d) How do your mental health professionals approach and ensure that re-traumatization does not occur for an individual who is in active treatment?

6) VALUE ADDED SERVICES, ADDITIONAL DETAILS, AND CLOSING STATEMENT:

- a) Value Added Services. Please list any additional services that are not previously mentioned within your proposal that are offered or included within the proposal pricing that are offered by your firm, in addition to your adherence to Thornton's scope of work.
- b) Additional Details. Please describe in detail any areas that Thornton has not included in this RFP's scope of work (best practices, missed requirements, etc.) that your team considers to be beneficial, important, relevant, or crucial to the successful implementation of your proposed services.
- c) Closing Statement. Please provide a brief narrative (one [1] page or less) of how you believe your company's proposed solution will best serve Thornton's needs both now, and in the future of the contractual agreement.

The remainder of this page has been left blank intentionally.

SECTION D: PRICING AND PROPOSAL ITEMS**D.1 PRICING INFORMATION:**

This section shall include a description of the proposed costs and prices. All pricing information shall be limited solely to this section of your proposal. This section should address all requirements set forth in Section B as well as any other items pertinent to your proposal pricing such as additional discounts for increased quantities, 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 from the time the award is finalized, through December 31, 2025, which shall be known as the "Initial Year".

D.4 ANNUAL PRICE UPDATES:

After the Initial Year concludes, the Vendor may request annual price adjustments for inflation based on the Denver-Aurora-Lakewood Price Index upon mutual agreement of the Parties. All future years of the agreement beyond the Initial Year, in which a possible price adjustment is performed, shall be known as the “Renewal Year”.

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 REIMBURSABLE 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, travel, insurance coverage for the firm’s business, insurance coverage for the firm’s employees, payroll and benefits paid to the firm’s employees, 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:

All proposed pricing and billable hourly rates provided below by the proposing Vendor shall be an all-inclusive price, including but not limited to, the scope of work from this RFP, training costs, critical and non-critical incident response counseling, non-clinical services rendered, etc.

The proposing Vendor shall provide the following cost information:

- 1) A proposal cost based on a “salaried”, not-to-exceed yearly cost to provide mental health services for the TPD based on forty (40) hours a week for an entire year, no matter who the clinical staff may be.
- 2) Hourly billable rates for staff for hours that exceed the Vendor proposed “salaried” cost.
 - a) Thornton has entered in example position titles below to guide proposing Vendors; however, it is incumbent upon the proposing Vendor to provide their actual positions and costs.

Description	Proposed Not-to-Exceed Cost
Vendor’s “Salaried”, not-to-exceed yearly costs for mental health services to the TPD	\$ _____
Vendor Proposed Clinician Staff	Proposed Hourly Rate
Overtime for time exceeding forty (40) total hours per week, upon request by the TPD.	\$ _____
<Example – LCSW>	\$ _____
<Example – LMFT>	\$ _____
<Example – LPC>	\$ _____
<Example – Psychologist>	\$ _____

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 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.3 ADDENDA:

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

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

E.4 SUBMISSION OF PROPOSALS:

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

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

Proposing Vendors who are unable to submit a proposal through BidNet®, may request to submit a physical copy of their proposal for consideration. A proposing Vendor shall email the 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.5 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.6 CONFIDENTIAL AND PROPRIETARY INFORMATION

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

Prior to a final award and 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.7 LATE PROPOSAL SUBMISSIONS:

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

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

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

E.8 AWARDS:

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

E.9 ACCEPTANCE PERIOD:

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

E.10 EVALUATION OF PROPOSALS:

All proposals will be evaluated by a Selection Committee assigned by the City Manager, or 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.11 EVALUATION CRITERIA:

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

- 1) Responsiveness to the needs of Thornton, including the time required to complete the implementation of the awarded Vendor's solution.
- 2) Responsibility of the proposing Vendor.
- 3) The written responses provided by the proposing Vendor to the Proposal Questions – Section C.2, and all clarification questions asked by Thornton during the RFP evaluation.
- 4) The proposing Vendor's submitted pricing.
- 5) The results of the Vendor's reference checks.

- 6) The degree to which the Vendor's proposal meets or 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.12 POST AWARD PURCHASE ORDER:

A Purchase Order (PO) will not be immediately generated by Thornton's Contracts and Purchasing Division as a result of the Award from this solicitation. However, 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 during the stated award period. 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.13 STANDARD PROPOSAL CONSIDERATIONS:

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

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

A sample General Services Agreement (“GSA”) 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.

The remainder of this page has been left blank intentionally.

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