

REQUEST FOR PROPOSAL (RFP)

RFP No. 266-24

ON-CALL PUBLIC TOWING SERVICES

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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	July 8, 2024	
Deadline to Submit Additional Questions	July 22, 2024	11:00 P.M.
Response to Written Questions	July 26, 2024	
Proposal Due Date	August 6, 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 on-call, as-needed, various towing services for multiple City Agencies and citizens.

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.

As part of Thornton’s needs internally and as a service to the public at large, Thornton requires on-call towing services, vehicle storage, vehicle booting, and other additional vehicle services on an as-needed basis for multiple City Agencies, including but not limited to, the Thornton Police Department (“TPD”), Thornton Code Enforcement (“Code”) Division, Thornton Fire Department (“TFD”), and the Thornton Infrastructure Department.

B.2 AWARD LENGTH:

The initial award from this solicitation will be from the date of the final signature of the agreement, until **December 31, 2032**. 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 OUT OF SCOPE

The towing of all Thornton owned vehicles is currently handled by Thornton’s Vendor for Fleet Maintenance services, First Vehicle Services. The towing of all Thornton vehicles during a non-emergency situation is considered to be out of scope from this RFP and resulting award/agreement.

All tows that are requested by a vehicle owner or operator that involve a separate towing company that is not under contract with Thornton to provide private towing assistance, shall not be covered by any Thornton agreement and shall be considered a private transaction between the towing company and the vehicle owner/operator.

B.4 TYPES OF TOW REQUESTS:

Thornton has identified five (5) types of towing requests that a Vendor can expect to receive during the subsequent Agreement. Those types of towing requests and how Thornton has defined each, are as follows:

- 1) Evidence Tow: An evidence tow and storage pursuant to a crime investigation by the TPD.
- 2) Private Tow: A private tow as a result of an arrest of the vehicle operator or on behalf of a vehicle operator who is in need of assistance by the TPD and/or TFD.
- 3) Traffic Safety Tow: A traffic safety tow is when a vehicle needs to be cleared from a roadway by the TPD.
- 4) Relocation Tow: A relocation tow may be requested by an authorized Thornton representative for the relocation of a parked, abandoned, or stuck vehicle. These types of vehicles are blocking infrastructure or are stuck on roadways during snowstorms or other Thornton declared emergencies. These fall under two separate categories.
 - a) Less than one (1) mile in distance.
 - b) Greater than one (1) mile but less than five (5) miles in distance.
- 5) Code Enforcement Tow: A code enforcement tow may be called upon by the Thornton Code Enforcement Division for the impounding of a vehicle that is violating local codes.

B.5 LOCAL SERVICE REQUIREMENT:

A proposing Vendor shall have all required buildings and storage facilities located within the North Denver Metro region. Thornton's vision of what constitutes the "North Denver Metro region", is a Vendor's facility entrance from the public street be within a straight-line radius of approximately ten (10) miles from the intersection of 120th Avenue and Colorado Boulevard in Thornton.

Proposing Vendors who do not have a location in the North Denver Metro region but wish to propose, may do so, but shall give a thorough explanation and answer in this solicitation's Section C.2 – Proposal Questions, as to how the proposing Vendor shall fulfill all requirements from this RFP to Thornton, should they be awarded.

B.6 REGULATION REQUIREMENTS:

The Vendor(s) awarded from this solicitation shall abide by all applicable federal, state, and local laws, regulations, and safety standards that govern towing and other related services. These include, but are not limited to laws, regulations, and standards set forth by the Colorado Department of Motor Vehicles, the Colorado Public Utilities Commission ("PUC"), etc.

In the event that a PUC regulation is more stringent than another regulation, then the PUC regulation shall govern and apply.

B.7 SCOPE OF WORK – GENERAL CONSIDERATIONS:

The awarded Vendor(s) from this solicitation shall adhere to and comply with all operational directives made by the TPD and the City of Thornton's Ordinances.

All Vendor employed personnel, no matter if they are office or field/tow truck operators, shall conduct their business in an ethical and professional manner, and shall be courteous and helpful in attitude to Thornton personnel at all times.

All Vendor employed personnel shall provide immediate access to vehicles stored within Vendor's buildings and on the Vendor's premises to the TPD upon request.

B.8 TOW FLEET:

A proposing Vendor's fleet of tow truck vehicles shall adhere to the following requirements.

- 1) All units shall be in good working and operational order.
- 2) All Vendor owned and/or operated vehicles shall be licensed and insured as required by all federal, state, and local laws.
- 3) Fleet size of at least:
 - a) Five (5) tow trucks with operators for towing vehicles of less than 10,000 lbs. gross vehicle weight rated (GVWR);
 - i. A minimum of one (1) out of the five (5) shall be a roll on/roll off flatbed truck.
 - b) One (1) heavy vehicle tow truck capable of towing up to a Class 8 vehicle in excess of 10,000 lbs. GVWR.
- 4) Each tow truck shall include, at a minimum, the following items:
 - a) The Vendor's business name and phone number on the driver and passenger sides of the vehicle.
 - b) The Vendor's PUC identification number, clearly displayed on the driver and passenger sides of the vehicle.
 - c) All necessary equipment to unlock doors and open vehicles for which keys are nonexistent.
 - d) Two-way communication systems, such as a cell phone or equivalent.
 - e) Warning lights that comply with all federal, state and local laws.

- 5) Thornton shall not be liable for provision of any tow truck spill kit materials. All Vendor tow trucks shall carry, at a minimum, the following spill kit materials:
- a) One (1) shovel;
 - b) One (1) broom;
 - c) One (1) dustpan or commercial shop vacuum to collect small debris and/or absorbent;
 - d) One (1) serviceable multi-purpose fire extinguisher;
 - e) General hand tools, such as hammer, screwdrivers, wrenches, pliers, wrecking bar, etc.;
 - f) Ten (10) gallons of commercial absorbent for use in cleaning up minor engine or hydraulic fluid spills; and
 - g) One (1) trash receptacle and/or bags to contain debris and/or absorbent.

B.9 TOW TRUCK OPERATORS:

Upon award from this solicitation, and within three (3) Calendar Days of any request during the resulting agreement, the Vendor shall provide the TPD with a list of all tow truck operators' names, along with copies of their State of Colorado driver's license numbers and classifications. The TPD shall require an updated list every six (6) months from the awarded Vendor during their agreement period.

A proposing Vendor's employees who are tow truck operators shall all adhere to the following requirements.

- 1) Be properly licensed by the State of Colorado for all operations and endorsements they may be required to undertake in the performance of their duties in all jurisdictions that they operate within. This includes having a valid commercial driver's license with the appropriate endorsements, DMV registrations, etc.
- 2) Shall carry all required licensing, insurance, registration, and general paperwork within the tow truck at all times when on duty for a callout.
- 3) Have received and been properly trained, at the Vendor's expense, in all operational aspects of the tow truck and required equipment that is utilized during service calls.
- 4) Be covered by a fidelity policy in the required amount, per the Agreement. The proposing Vendor shall be capable of obtaining the required surety bond within five (5) business days of receiving the Notice of Award.
 - a) The Vendor and its' employed tow truck operators shall be covered by the surety bond, which shall provide coverage against theft or the erroneous taking of a towed vehicle.

The Vendor shall be bonded in an amount of not less than fifty thousand dollars (\$50,000), and each of Service Provider's tow truck operators shall be covered by a Fidelity policy in an amount of not less than one hundred thousand dollars (\$100,000).

- 5) Should any Vendor tow truck operator lose their required licensures during the agreement period, they shall not operate a tow vehicle or other equipment that requires a license, upon any Thornton request.

B.10 REQUESTS FOR SERVICE AND RESPONSE TIMES:

Thornton's operations function on a year-round, all-day basis, which means that Thornton will require the awarded Vendor(s) to operate on a 24/7/365 basis [twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year].

Upon receiving a call from a Thornton representative, the Vendor shall immediately dispatch the requested number of tow trucks to the location that has been named by the Thornton representative.

Thornton shall require the awarded Vendor(s) to maintain response times for all non-emergency, standard call-outs.

- 1) For the towing of vehicles up to 10,000 lbs. GVWR, the Vendor shall arrive at the requested scene within thirty (30) minutes or less.
- 2) For the towing of vehicles 10,001 lbs. GVWR or greater, the Vendor shall arrive at the requested scene within sixty (60) minutes or less.

B.11 THORNTON DECLARED EMERGENCY EVENTS:

In the event that Thornton is experiencing and has declared an emergency, Thornton shall utilize the awarded Vendor(s) for the towing and removal of vehicles. The Vendor shall adhere to the following requirements during a Thornton declared emergency:

- 1) The Vendor shall provide a minimum of two (2) dedicated towing vehicles for around the clock service of Thornton's needs.
 - a) Upon request by Thornton, one of the two dedicated towing vehicles shall be capable of towing vehicles that are greater than 10,001 lbs. GVWR, which may include fire engines and heavy equipment.
- 2) All tow vehicles shall be deployed and assigned out on service calls by an authorized Thornton representative.

- 3) All requested tow service calls shall, under a Thornton declared emergency situation, be considered as a Relocation tow, and such vehicles shall be towed to a location other than the Vendor's storage facility, unless otherwise stated by the Thornton representative.
 - a) All tows that are not Relocation tows shall be identified by the Thornton representative at the time of the request during the emergency.
- 4) All tows by the Vendor under a Thornton declared emergency that are directed to a location other than the Vendor's storage facility shall be compensated financially by Thornton at a Flat Rate Emergency Work Charge Per Vehicle.
 - a) Any and all requested tows that are directed by Thornton to be taken to the Vendor's storage facility, no matter if an emergency has been declared or not, shall not be compensated by Thornton for the tow.

B.12 THE TOWING OF A VEHICLE ("THE TOW PROCESS"):

The towing of a vehicle, or the "tow process", shall be the period of time from when the Vendor receives a service call, and ending upon the removal of the owner's vehicle from the Vendor's facility, or upon the delivery of the vehicle by the Vendor to another location at the request of the owner/operator of the vehicle.

During the tow process of a vehicle, the Vendor and its personnel shall adhere to all the following requirements:

- 1) The Vendor shall notify all necessary parties with an interest in a towed and/or stored vehicle.
- 2) The Vendor shall not solicit for business or contact the vehicle owner or their authorized agent or the insurer of the vehicle on behalf of any body shop, towing company, wrecking yard, health care provider, attorney, or other person or business of any description during the tow process.
- 3) The Vendor shall keep and carry at all times a laminated sheet listing their contract pricing from the agreement that results from award from this solicitation. All contract pricing shall be fully and clearly disclosed to the owner/operator or their designated agent prior to beginning the tow process.
- 4) All vehicles towed by the Vendor shall be sent to a Vendor facility as directed by the Thornton representative or to a location as stated by the owner/operator of the vehicle, without delay or interim parking. If the directions provided by the Thornton representative and the owner/operator conflict with one another, then the Vendor shall abide by the Thornton representative's directions for where the vehicle shall be towed to.
 - a) If a Vendor arrives at a location without having been requested to do so by Thornton, then Thornton may direct the Vendor to leave, unless however, a Thornton representative directs the Vendor to immediately assist with a situation in order to protect against persons or property.

- 5) At the request of the Thornton representative, the Vendor shall tow, store, and dispose of abandoned or inoperable vehicles from both public and private property.
- 6) Unless treated as evidence, the vehicle's keys will be made available to the Vendor's tow truck operator by a Thornton representative.
 - a) Upon request by Thornton, the tow truck operator shall sign Thornton's form to indicate the receipt of the keys; and
 - b) The Vendor shall be solely responsible for returning the keys to the owner/operator.

Thornton shall not accept responsibility for any costs resulting from injury damage, theft, or an erroneous tow if no employee of Thornton is at fault.

The initial tow of a vehicle under evidence hold, including miscellaneous services required and regardless of the destination, is at no charge to either Thornton or the vehicle owner or operator. Any subsequent towing of a vehicle under evidence hold, regardless of pick up point or destination, will be compensated at the flat rate for hookup and one way towing. Vehicles towed for evidence hold will be accompanied by a Thornton Police Officer. Upon arrival at Vendor's facility the vehicle shall be placed in either Service Provider's Evidence Building or Exterior Evidence Storage area as directed by Thornton.

Upon release of evidence hold on a vehicle by TPD, any such vehicle converts to a Private Tow status. Cost for towing, storage, administration, title fees, or other miscellaneous charges incurred subsequent to the date of release of evidence hold is the responsibility of the vehicle owner or operator unless directed otherwise in writing by Thornton. Such charges may begin accruing at close of business on the day following release of evidence hold.

B.13 CLEANING UP OF THE SCENE:

The Vendor's tow truck operators shall remove all vehicle debris and spilled vehicle operating fluids from the scene of an accident. Vehicle debris shall be defined as any glass, vehicle part, or material that was a portion of the vehicle which is no longer attached to the vehicle. Vehicle operating fluids shall include, but are not limited to, fuel, coolant, oil, and hydraulic fluid.

All accident-related vehicle debris or vehicle operating fluids left in the road right of way or on public or private properties shall immediately be removed and taken away by Vendor's tow truck, and all liquid spills shall be absorbed appropriately with commercial absorbent, and cleaned up thoroughly, unless otherwise directed by the TFD. A Vendor's tow truck operator shall not be responsible to clean up spilled loads if the quantity of the debris exceeds the capacity their tow truck can carry.

The Vendor's tow truck operators shall be responsible for carrying out all clean up in a safe, efficient manner and for properly disposing of all materials in accordance with all applicable laws and regulations.

B.14 GENERAL VENDOR BUILDING REQUIREMENTS:

The Vendor's facility shall have a business sign that readily identifies the Vendor's business entrance and shall be viewable from a public road.

All buildings owned and operated by the proposing Vendor shall comply with all local zoning and code requirements, including obtaining and maintaining all required licenses to operate as a business. All buildings shall be in good standing order with protection from all weather elements including, but not limited to, rain, snow, hail, wind, flood, etc.

All buildings shall be locked and secured during off/after business hours and during anytime the building is not occupied or left unattended by the Vendor and secured from theft and/or unauthorized entry.

B.15 GENERAL VEHICLE STORAGE AREAS:

A proposing Vendor must have an exterior vehicle storage area ("General Storage") that is secure and meets or exceeds the following requirements for this particular area:

- 1) A minimum of one hundred fifty (150) vehicle spaces, with a minimum dimension for each space that is 8'6" x 15'.
- 2) The General Storage shall be surrounded by a continuous security fence (e.g., wood, metal, chain link, etc.) that is at least six (6) feet high, with one (1) or more locking gates that are in good working order and free from broken pieces and gaps that are greater than six (6) inches in width, that would allow for authorized entry.
- 3) Security that is a deterrent to unauthorized intrusion.
- 4) Lighting that can illuminate the area during hours of darkness over the entire area, as required by local code.

Should the proposing Vendor's General Storage area be utilized by other municipalities or Vendor customers for storage and that area's storage capacity be exceeded, the Vendor shall notify Thornton in writing (e.g., email) within one (1) business day that they can no longer provide additional storage to Thornton. In such an event, Thornton reserves the right to utilize another towing and vehicle storage Vendor that is in Thornton's best financial and operational interests.

B.16 EVIDENCE BUILDING AND EXTERIOR STORAGE AREAS:**1) Evidence Building:**

A proposing Vendor shall have an evidence vehicle storage area ("Evidence Building") that is secure and meets or exceeds the following requirements for this particular building:

- a) The building shall be fully enclosed with any window having been glazed with security glass and/or protected by security bars.
- b) The building shall be weatherproof, and secure from unauthorized entry.
- c) The building shall be at least one thousand (1,000) ft² and configured to accommodate a minimum of five (5) standard Sports Utility Vehicle (“SUV”) passenger vehicles at any one time.
- d) The building shall have a smooth concrete floor which is sloped to drain fluids, and which allows for access under vehicles with a creeper.
- e) The building shall have the ability to be adequately and uniformly lit when entering and working within the structure.
- f) The building shall have a sufficient number of 120v AC outlets for the TPD to use.
- g) The building shall be uniformly and adequately illuminated for TPD officers to investigate a vehicle.
- h) The building shall have a gas or electric heating system capable of creating and holding an ambient temperature of sixty degrees (60°) Fahrenheit within one (1) hour of entrance.
 - i. Air conditioning is not required of this building.
- i) The building shall be exclusive and accessible only to the TPD and to other personnel authorized by the TPD, including other governmental agencies, unless otherwise authorized in writing by the TPD Police Chief or their designee. This includes the building having a combination of locking vehicle and man doors, with a continuously monitored intrusion alarm system that notifies the local law enforcement jurisdiction.

2) Exterior Evidence Storage:

A proposing Vendor shall have an evidence vehicle storage area (“Evidence Building”) that is secure and meets or exceeds the following requirements for this particular building:

- a) The building shall be at least one thousand (1,000) ft² and configured to accommodate a minimum of five (5) standard SUV passenger vehicles at any one time.
- b) The area shall be separated from the proposing Vendor’s general storage area by a minimum 6-foot-high chain link fence, with combination lock access on both the vehicle and man gates.
- c) The area shall be paved with either concrete or asphalt, and shall be well drained, and maintained free of ruts, potholes, and standing water during rain or snow events.

- d) The area shall be exclusive and accessible to only the TPD and to other personnel authorized by the TPD, including other governmental agencies, unless otherwise authorized in writing by the TPD Police Chief or designee.

B.17 VENDOR'S CUSTOMER SERVICE:1) Hours of Operation:

- a) The proposing Vendor shall provide public business hours for release of vehicles of no less than the following days of the week and times:
 - i) Monday through Friday, 8:00 a.m. to 6:00 p.m.
 - ii) Saturday and Sunday, 9:00 a.m. to 2:00 p.m.
- b) Exceptions for Vendor closures for these days of operation may be for the following holidays:
 - i) New Year's Day;
 - ii) Memorial Day;
 - iii) Independence Day (July 4th);
 - iv) Labor Day;
 - v) Thanksgiving Day;
 - vi) Christmas Day.

2) Customer Parking:

- a) The proposing Vendor shall provide an off-street customer parking area sufficient with the ability to accommodate a minimum of three (3) customer vehicles at the Vendor's office location where vehicles are released to the public. All Vendor areas for customer parking shall be adequately lit during nighttime business hours in accordance with local code for public parking. The customer parking area shall be graded flat, and preferably free from potholes and ruts, and be maintained free of trash and debris.

3) Phone Availability:

- a) The Vendor shall be able to provide a phone or be able to identify a location that is no greater than one hundred (100) yards from the entrance off the public road to the Vendor's business office where vehicles are released. This phone shall be able to make local or long-distance calls.

4) Posting of a Schedule of Charges:

- a) The Vendor shall post to the public a set of Schedule of Charges that are kept current, and that can be easily viewed within or outside of the Vendor's business office.

B.18 VEHICLES, CONTENTS, AND RESPONSIBILITY THEREOF:

Upon the hookup for towing, the Vendor shall be responsible for the vehicle that is being towed, and its entire contents therein. The Vendor shall be relieved of this responsibility only under the following circumstances:

- 1) An authorized Thornton representative has directed the vehicle to be delivered to a location other than the Vendor's storage facilities.
 - a) The Vendor is still responsible for the condition of the vehicle until it has been unhooked at the location dictated by the Thornton representative, if the location is not owned/operated by the Vendor.
- 2) The vehicle is delivered to a location designated by the owner/operator of the towed vehicle that is separate from the Vendor's storage facilities, as long as this does not conflict with the direction of the Thornton representative.
- 3) The vehicle is released from the Vendor's storage facility and is accepted by the owner in the condition as observed by the owner/operator of the vehicle at the time of release.
- 4) The vehicle is otherwise disposed of in accordance with Colorado State Statutes.

B.19 RELEASE OF VEHICLES AND PERSONAL PROPERTY:

Upon the requested release of a vehicle by the owner/operator, but prior to the actual release of the vehicle, the Vendor shall require the owner operator to provide:

- 1) Proof of lease or ownership in the form of a lease agreement, registration, or vehicle title prior to release.
- 2) A current driver's license.
- 3) Provision or attestation to at least two (2) of the following items, with all attestations being made on the form that is available on the PUC website:
 - a) Proof of insurance;
 - b) Keys to the vehicle;
 - c) Vehicle registration;
 - d) VIN number;
 - e) Knowledge of the location from where the vehicle was towed from.

The Vendor shall release personal property from a stored vehicle only to a person showing proof of any items that have been listed above, or if the individual has written authorization from a Thornton Representative. A Thornton representative will not issue authorization for the release

of vehicle parts or license tags. The Vendor shall retain the written authorization that has been issued by a Thornton representative and have the persons claiming the personal property sign an itemized receipt for all items that are released.

All property shall be released during the Vendor's normal business hours or within sixty (60) minutes notice during all other times and without additional charges to the requesting persons.

The individual is entitled to only that property permitted by the PUC for release that include, but are not limited to: Medicine, medical equipment and devices, child restraint systems, credit cards and/or cash for immediate payment to the Vendor, state or federal issued identification to the person who the vehicle is being released to, cell phones, vehicle registration, and proof of insurance that is not permanently affixed to the vehicle.

Prior to payment of the applicable fees for the release of a vehicle, the Vendor shall present to the owner/operator of any motor vehicle towed or stored, a minimum of the following:

- A written, itemized bill that contains the minimum following information:
 - Vehicle owner's or lessee's name and address;
 - Vehicle description, including make, model, year, color, and license plate information;
 - Date, time, and location from which the vehicle was towed, and the reason for the tow;
 - TPD or Code Compliance Case Report Number (if applicable);
 - Date, time, and location from which the vehicle was released; and
 - An itemized list of all applicable tow and storage fees.
- Notice of the existence of an agreement between Thornton and the Vendor with the maximum allowable fees and charges.
 - Upon request by the owner/operator, the Vendor shall provide a copy of the Schedule of Charges from the Agreement.
- Upon request by the owner/operator, the name, address account, and policy number of the Vendor's insurance carrier and bonding company.

Upon the presentation of payment by the owner/operator of the vehicle for the release of their vehicle, the Vendor shall deliver to the business office, the requested vehicle in under thirty (30) minutes, provided that the request occurs during the Vendor's normal business hours, and that the release shall not be for any vehicle which is stored at the Vendor's facility, but is currently under hold by a Thornton Agency request, unless the Vendor is otherwise provided written authorization by an authorized Thornton representative.

B.20 DISPOSTION OF VEHICLES AND PERSONAL PROPERTY:

If a vehicle held for evidence is not claimed by and released to the owner or operator, the Vendor shall dispose of the vehicle as provided for under Colorado law and any compensation received

therefrom shall be full and complete compensation for all evidence towing, storage, and miscellaneous charges and the evidence towing fees allowed herein shall not be billed to Thornton.

It shall be the Vendor's responsibility to dispose of all abandoned and inoperable vehicles in compliance with the provisions of the State of Colorado and the City of Thornton's codes. The Vendor may, as allowed by the referenced governing bodies, keep any proceeds from disposal of such vehicles; however, no charges of any kind shall accrue to Thornton.

All vehicles that have been released or disposed of by the Vendor, shall be accompanied by a receipt of such release or disposal, with all receipts to be delivered to the Thornton designated representative for the Thornton Agency, no later than the one (1) business day following the release or disposition of said vehicle.

Upon the expiration or termination of an agreement with Thornton, all stored vehicles at the Vendor's facility shall be disposed of in the following manner:

- 1) The Vendor shall immediately submit to the Thornton Representative for each applicable user department or division an inventory of all vehicles remaining in storage at the Vendor's facility that were towed and placed into storage pursuant to the Agreement. An updated inventory shall be submitted monthly thereafter until all such vehicles are no longer under the control of the Vendor.
- 2) The Vendor shall maintain control of all remaining non-evidence vehicles until they are either claimed by the owner or the abandoned vehicle process is complete.
- 3) For vehicles stored in the evidence building or the exterior evidence storage, Thornton's Representative shall direct the Vendor as to whether vehicles shall continue to be stored until authorized release or disposal date, or if they shall be moved to another location.
 - a) The Vendor shall cooperate fully with Thornton with either option. When relocation of vehicles in evidence storage is ordered by Thornton, it shall be billable to Thornton at the flat rate fee for hookup and towing of evidence vehicles.
- 4) For vehicles that are located at the Vendor's storage lot which are to continue under the Vendor's control shall continue to be covered by the terms and conditions of the Agreement that were in effect prior to the termination.
 - a) Such terms and conditions shall remain in full force until such time as the vehicle is no longer under the control of the Vendor. The disposal of such vehicles will be authorized in the same manner as if the Agreement were still in effect.

If the Vendor is directed by Thornton's representative, the Vendor shall relocate all vehicles being held for evidence that remain in storage at the storage facility of Thornton's prior towing contractor. This service shall be provided at no charge to Thornton or to the prior towing

contractor holding the vehicles. The Vendor shall coordinate and cooperate with the prior towing contractor and with TPD in developing a mutually agreeable schedule for taking control of and moving the vehicles.

If any vehicles that were relocated pursuant to this paragraph remain in the Vendor's control upon termination of this Agreement, and Thornton directs that the vehicles be moved to another location, Thornton will reimburse Vendor for costs incurred by Vendor for moving the vehicles based on the flat rate fee for hookup and towing of evidence vehicles.

B.21 SITE VISITS AND INSPECTIONS:

At Thornton's sole discretion during the course of the resulting agreement, Thornton shall be allowed to visit and inspect a Vendor's buildings and property, provided that such an event is preceded by Thornton providing a minimum of twenty-four (24) hours of notice to the Vendor, and that the visit/inspection occurs during the Vendor's normal business hours.

These visits include the inspection of any alterations made by the Vendor to their buildings and/or property that may affect Thornton's requirements and to ensure that the Vendor is in compliance with the Scope of Work of the resulting agreement. Inspections may include, but are not limited to: Vendor buildings, Vendor equipment, DMV registrations, etc.

B.22 REPORTING AND RECORDS KEEPING:

The Vendor shall comply with all State of Colorado Department of Revenue ("DoR") requirements, including completing and submitting all forms during the time allowed for the vehicle tow, as directed by the most current State requirements. It shall be the responsibility of the Vendor to stay informed of any and all changes to these requirements.

1) Daily Status Report.

The Vendor shall submit a daily report to Thornton's Representative of the user department by 8:00 a.m. each day, Monday through Friday, except for holidays, which records all services provided and actions taken on the preceding day or days since the prior daily report was submitted. Daily reports shall include, but are not limited to, information about which vehicles were towed and which were released.

The daily report shall be in an electronic format that is readable and acceptable to the Thornton representative and Agency. Depending on the specific situation, some or all of the following information may be required to be listed on the daily report:

- a) Case Report (CR) numbers assigned by Thornton;
- b) Service date, time;
- c) Type of service;

- d) Vehicle make, model, year;
- e) Tow mileage if applicable;
- f) Tow destination if applicable;
- g) VIN;
- h) License Plate number;
- i) Hold status;
- j) Release date if applicable;
- k) To whom it was released if applicable; and
- l) Disposition date if applicable.

2) Monthly Audit Report.

The Vendor shall provide a monthly audit report to Thornton's Representative of the user department, which shall include a summary of information for all activity, including new tows, vehicles in storage, and dispositions, during the month. The monthly audit report shall be provided by the Vendor to Thornton within five (5) business days after the start of the following month, and it shall be in an electronic format that is readable and acceptable to Thornton.

The monthly audit report shall include, but is not limited to, the following information:

- a) CR numbers;
- b) Service date;
- c) Type of service;
- d) Vehicle make, model, year;
- e) Tow mileage, if applicable;
- f) Tow destination, if applicable;
- g) Days in Evidence Building or Exterior Evidence Storage, if applicable;
- h) Days in General Storage, if applicable;

- i) VIN;
- j) License plate number;
- k) Hold status;
- l) Release date, if applicable;
- m) To whom it was released, if applicable; and
- n) Disposition date, if applicable.

The Vendor shall keep records of all vehicles which have been towed, stored, released, or disposed of under the Agreement for a period of no less than five (5) years after vehicle release or disposition. These records shall include all requested information as listed herein. These records shall be open to inspection by Thornton at any time during the Vendor's normal business hours.

Thornton reserves the right to audit Service Provider's records of any tows, storage, disposition or other services performed under this Agreement. Within two (2) business days of a request by Thornton, Vendor shall provide Thornton's auditor with copies of the Service Provider's records including, but not limited to, invoicing/billing and vehicle disposition documents for tows and storage services provided under this Agreement. Vendor shall cooperate with Thornton's auditor in providing supplemental backup documents and answering questions related to the audit.

B.23 AUTO BOOTS:

Thornton does still occasionally use an auto boot as a form of correction within the Code Compliance team, however, this option is not frequently utilized by Thornton. Should Thornton utilize this option for enforcement, the following shall apply to the Vendor during service to Thornton, if Thornton provides the auto boots to the Vendor and requests assistance from the Vendor in installing the boot on a vehicle:

- 1) All auto boots shall remain the property of Thornton.
- 2) All boots returned to Thornton by the Vendor shall be in good working order, barring normal wear and tear.
- 3) All passenger vehicle type boots (10,000 lbs. and under GVWR) shall be Rhino DS14 or equivalent.
- 4) All semi-truck type boots (10,001+ lbs. GVWR) shall be Rhino DST18 or equivalent.
- 5) If provided by Thornton to the Vendor, the Vendor shall utilize and maintain the boots according to the manufacturer's standards and shall provide reasonable security from theft.

6) Upon receiving direction from Thornton to install a boot, the Vendor shall respond to the designated location within one (1) hour and connect the appropriate auto boot device. The same response time shall be applicable for the removal of an auto boot.

B.24 ADDITIONAL VENDOR PROVIDED SERVICES:

As an awarded Vendor, Thornton may seek additional services from your firm on a non-regular basis. These additional services may include, but are not limited to, the following:

- 1) Removal of a parked vehicle from jacks for safety reasons.
- 2) Provision of an abandoned vehicle for TPD and/or TFD training, including clean-up.
- 3) Moving an abandoned vehicle for the TPD and/or TFD training to a location other than your firm’s storage facility.
- 4) Provision of light towers for nighttime operations of the TPD, such as DUI enforcement.

B.25 ESTIMATED QUANTITIES:

Quantities listed are Thornton’s previous years-worth of tow callout data, 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.

The following numbers represent the number of callouts that the Thornton Police Department and the Thornton Code Compliance Division have had had in the past five (5) years:

Tows Per Year Per Agency		
Year	TPD	Code Compliance
2020	981	70
2021	1,113	82
2022	1,818	116
2023	1,877	110
2024 YTD	959	65

B.26 F.O.B. POINT:

Prices quoted shall be F.O.B. Destination and delivered, as required, from the site of pick-up to the Vendor’s storage facility.

B.27 INTERVIEWS AND SITE VISITS DURING RFP EVALUATIONS:

Thornton may elect to conduct Vendor interviews in order to clarify and answer additional questions. Thornton may also elect to conduct an in-person site visit to the Vendor's facility to view the Vendor's operations and location for storing vehicles during the RFP evaluation. All interviews will be held either at a physical/virtual location at Thornton's sole discretion, and shall be at Thornton's decision if an interview and/or site visit are deemed as being necessary.

Thornton shall not compensate a proposing Vendor for any costs incurred by a Vendor that are related to an interview or site visit conducted by Thornton during this RFP process.

B.28 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.29 FELONY DISQUALIFICATION:

The Vendor shall not employ, retain, hire or use any tow truck operators that have been convicted of any felony charges or have been incarcerated for a felony conviction within five (5) years prior to the proposal submission, 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.

The Vendor may request as part of their proposal, a waiver for the felony disqualification from the Director of Support Services; however, no Vendor employee shall be approved for work under the resulting agreement 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.30 EMERGENCY 24-HOUR SERVICES:

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

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

B.31 EMERGENCY PURCHASES:

Thornton reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the awarded Vendor.

B.32 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.33 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, "266-24 RFP Appendix No. 1 Proposal Questions 07-08-24".

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 for the entirety of the agreement period. All prices proposed by a Vendor shall not exceed any ceiling prices and rates that have been established by the Colorado PUC.

D.4 REIMBURSEABLE EXPENSES:

Reimbursable expenses for travel, mileage, photocopying, and printing will not be applicable. All proposed Vendor rates shall be inclusive of standard office equipment, labor, cleaning equipment and supplies, cleaning chemicals, 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.5 PROPOSAL ITEMS:

The pricing form for this RFP will be in a Microsoft Excel format, with a free-type ability for the Vendor to complete the form. The form is under separate cover and is entitled “266-24 RFP Appendix No. 2 Pricing Form 07-08-24”.

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

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

E.6 PAGE LENGTHS FOR FINAL VENDOR SUBMISSION:

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

With this in mind, Thornton is requesting that proposing Vendors work to limit their submissions to **fifty (50)** pages or less.

E.7 CONFIDENTIAL AND PROPRIETARY INFORMATION

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

marking such information as “Confidential” or “Proprietary” information. Any information a Vendor marks as confidential or proprietary shall comply with CORA and any other applicable statute(s).

Prior to a final award and 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:

Due to the nature of the items requested on this proposal, and the importance of the equipment or services that they impact, Thornton reserves the right to award a Primary and Secondary Vendor as a result of this solicitation. It shall be the responsibility of the Primary Vendor to survey the needs of the various agencies involved to ensure that adequate staffing and operations vehicles are provided for their day-to-day operations for towing services.

When a call is made by Thornton, the call will always be made to the Primary Vendor first. If the Primary Vendor is unable to furnish the services requested within the time frame, the agency will contact the Secondary Vendor. Repeated supply deficiencies will be reported to Thornton and may be grounds for disqualification of the Primary Vendor. As always, Thornton reserves the right to source critical services from outside vendors in an emergency situation.

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 nature, quality, and reasonable capacity of the Vendor's storage facilities.
- 8) The results of any Vendor samples, and/or interviews from this RFP.
- 9) The agreeability of the Vendor to Thornton's terms and conditions and the ability to contract with the awarded Vendor.
- 10) All other applicable information and documents submitted by the Vendor and received by Thornton in the evaluation of the proposal.

E.13 POST AWARD PURCHASE ORDER:

A Purchase Order (PO) will 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.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.

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/services 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