



REQUEST FOR PROPOSAL (RFP)

RFP No. 265-24

DUMPSTER COLLECTION SERVICES

Purchasing Analyst of Record: Andrew Miskell, CPPB

Andrew.Miskell@ThorntonCO.gov

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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 31, 2024	
Deadline to Submit Additional Questions	August 16, 2024	11:00 P.M.
Response to Written Questions	August 21, 2024	
Proposal Due Date	August 30, 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 trash removal services at multiple locations at Thornton buildings/worksites, including the provision of the dumpsters.

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 Thornton has grown, it has created more buildings throughout the City, and while Thornton does own and operate its own fleet of automated side loader trash trucks through our Environmental Services (“ES”) Division, the ES team is only responsible for refuse disposed of by citizens, not the refuse generated by Thornton buildings and employees itself.

Thornton is seeking proposals from qualified firms for dumpster collection services and the Scope of Work listed within this RFP. In general, the majority of these services will be performed year-round, with only a few select sites being seasonally used for service. In addition to regular services, Thornton may have additional one-off service requests that are for public events, special events/clean-ups, etc.

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

- Management Services:
 - City Hall
 - Fleet Facility (“Fleet”)
 - Municipal Court (“Courts”)

- Parks and Recreation:
 - Municipal Services Center (“MSC”)
 - Margaret Carpenter Recreation Center (“MCRC”)
 - Carpenter Sports Complex
 - Community Center
 - Active Adult Center (“AAC”)
 - Thorncreek Golf Course
 - Trail Winds Recreation Center (“Trail Winds”)
 - Trail Winds Ball Fields and Park
 - Thornton Sports Complex (“TSC”)
 - City Pool
 - Park Village Pool
 - Fukaye Ball Park

- Police Department:
 - Justice Center
 - Fossil Ridge Public Safety Center (“PSC”)
 - Police Training Facility (“PTF”)

- Fire Department:
 - Fire Station # 1
 - Fire Station # 5

- Infrastructure:
 - Thornton Water Treatment Plant
 - Wes Brown Water Treatment Plant (“Wes Brown”)
 - Infrastructure Maintenance Center (“IMC”)
 - Water Resources Department (“Water”)

B.2 OUT OF SCOPE:

The following items shall be considered as out of scope from this RFP and will not be included in an eventual agreement with the awarded Vendor:

- 1) Refuse collection for Thornton citizens’ homes;
- 2) Recycling collection from Thornton citizens’ homes;
- 3) Specialty or large item collection from Thornton citizens' homes; and
- 4) Hazardous materials and waste.

B.3 GOALS FROM THIS RFP:

Thornton’s desired outcome from this RFP is to find a Vendor that can meet or exceed our goals as a Vendor who can provide dumpsters and their associated collection services. These main goals are centered around Thornton’s needs at all current and future locations, and the goals include, but are not limited to:

- 1) A Vendor with adequate equipment, resources, and staffing that can support and meet or exceed Thornton’s needs and the Scope of Work listed within this RFP, including the number of facilities that Thornton needs serviced year-round.
- 2) A Vendor that can provide consistent collection services that result in a new dumpster and refuse-free worksite, once the service has been performed by the Vendor.
- 3) A Vendor that can provide accurate billing information based on actual dumpster pulls performed by the Vendor and the contract pricing associated with those pulls.

- 4) A Vendor that can provide clear communication to Thornton staff when a new or existing worksite needs dumpster collection services or is in need of special servicing from the resulting contractual award.

B.4 AWARD LENGTH:

The initial award from this solicitation will be from **January 1, 2025, through December 31, 2030**. No further extensions or renewals shall pass this date for service from the awarded Vendor, unless otherwise previously authorized in writing by the Thornton Purchasing Division.

B.5 VENDOR 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.6 DUMPSTER CONDITIONS:

Proposing Vendors are to note that Thornton does not own the dumpsters at any locations listed within this RFP. Proposing Vendors will be required to provide dumpsters for Thornton to dispose of all municipal solid waste, along with the proper removal and disposal of the refuse in accordance with all local, State, and federal laws and code requirements.

All dumpsters, no matter their size, shall be in good working order and free of holes that would allow easier access for pests or vermin, or for the release of any fluids onto the ground. All dumpsters shall be in proper sanitary condition when delivered to a Thornton worksite. Should a dumpster require cleaning, maintenance, or re-painting, the Vendor shall remove the dumpster for servicing and immediately replace it with a different and acceptable one, in order for service to not be interrupted to Thornton.

All dumpsters smaller than twenty cubic yards (20 yd³) provided by the Vendor shall be equipped with hinged covers that swing properly and close when the dumpster is set back into place.

B.7 DUMPSTER PLACEMENT:

All dumpsters delivered by the Vendor to a Thornton worksite shall be positioned within the marked and/or designated areas, where applicable at each worksite. Dumpsters which have been delivered by the Vendor but have been placed outside of the marked and/or designated area, may require the Vendor to come back onsite and reposition the dumpster, upon Thornton's request. Such a request will be performed at no extra cost to Thornton. No dumpster shall be placed in a manner that interferes with traffic or other loading and unloading operations.

Should a dumpster include locking bins, then the Vendor during the refuse removal process shall unlock and lock the dumpster prior to leaving the worksite.

B.8 THORNTON'S REFUSE:

The trash to be collected by the Vendor pursuant to this solicitation and the eventual agreement, will not contain any hazardous materials, waste or substance; toxic substances, pollutants; contaminants; infectious waste; medical waste or radioactive waste (collectively "Excluded Waste") each as defined by applicable federal, state, or local laws or regulations.

If Excluded Waste is deposited in any dumpster and such Excluded Waste is conclusively determined to have been generated by Thornton, the Vendor shall have the right, at Thornton's expense to take all reasonable and prudent measures to remove and properly dispose of the Excluded Waste in a manner which meets all applicable laws.

The Vendor shall acquire all title to trash when it is loaded into Vendor's refuse vehicle. Title to and liability for any Excluded Waste shall remain within the generator of such Excluded Waste and at no time pass to the Vendor.

B.9 REFUSE REMOVAL DURING A PULL:

The Vendor shall be responsible for providing, at minimum, the following items during the removal of refuse from a worksite.

- 1) All necessary staffing, trucks, and equipment for the collection of all refuse at each worksite.
- 2) The pick-up of dumpsters and refuse during either normal Vendor business hours, or during reasonable waking hours between 5:00 a.m. and 8:00 p.m., so as to not disturb surrounding residents or businesses. For example, no dumpster pulls at 12:00 a.m.
- 3) The Vendor shall pick up any "overflow" bags if a scheduled dumpster pull was late or has been missed.
 - a) The awarded Vendor shall not be allowed to charge an overage/overflow fee for bags that are above the lid line or placed around the dumpster, if the awarded Vendor is late or has missed a scheduled collection.
 - i) The awarded Vendor may be allowed to charge an overage/overflow fee for bags that are above the lid line or placed around the dumpster only if the scheduled dumpster pull is made on time during a scheduled pull.
 - (1) Thornton has provided a line item within the Pricing Form for this potential overage/overflow charge.
- 4) The Vendor shall pick up and dispose of any spilled trash that occurs during the dumping process.
- 5) The Vendor shall take reasonable care to ensure its employees are operating in a safe and responsible manner while on Thornton property.

- a) The Vendor shall be responsible for any damage to Thornton property that is caused by the Vendor and/or its employees due to accidental damage, negligence, or intentional malice.
- 6) All refuse removed by the Vendor shall be disposed of in accordance with all local, state and federal regulations. No illegal dumping, disposal, or burning of waste outside of such laws will be permitted.

B.10 ESTIMATED QUANTITIES:

The approximate quantities indicated for the material or equipment outlined herein are estimated as closely as possible. However, Thornton neither states nor implies any guarantee that actual purchases will equal the estimate. It is the intent of this proposal that Thornton will be supplied with more or less of the material or equipment according to actual needs.

Thornton reserves the right to add, subtract, temporarily suspend services, modify dumpster size needs, and/or modify dumpster counts at any Thornton worksite during the life of the eventual agreement from this solicitation.

In addition to all needs listed below, Thornton conducts annual large-scale events that Thornton may seek to coordinate with the Vendor on providing dumpster services. These events may include, but are not limited to:

- Thorntonfest (approximately every May)
- Harvestfest (approximately every September)
- Winterfest (approximately every December)

Thornton also has an annual Independence Day (July 4th) celebration, which requires Thornton to have dumpster service during the event. In previous years, Thornton has scheduled with its current Vendor to provide ten (10) 20 yd³ dumpsters.

B.11 CURRENT SERVICE LOCATIONS, SIZES, AND COUNTS:

The following first table consists of all current End User Agencies who are using refuse pick-up service for the entire year, the physical address located within Thornton in which services will be required for the Vendor to perform, the estimated container sizes, and the estimated container counts for each location.

All estimated container sizes and estimated container counts per location are to Thornton's best knowledge as to what is currently being used. Actual container sizes and counts will be determined by the proposing Vendor's actual container sizes, and what Thornton's actual needs are for each location.

The following second and third tables consist of known locations for seasonal pick-ups and special roll-offs for an on-call basis, respectively. Proposing Vendors should note that while the

Community Center is listed as part of year-round servicing, that location is currently paused for service during the construction and renovations that are currently taking place. Regular scheduled service to that location will resume once construction has been completed.

YEAR-ROUND SERVICING			
Location Name	Physical Address	Est. Container Size	Est. Container Count
Municipal Service Center	8651 Colorado Boulevard, 80229	Eight (8) yard	Two (2)
City Hall	9500 Civic Center Drive, 80229	Four (4) yard	One (1)
Justice Center – Police	9551 Civic Center Drive, 80229	Four (4) yard	One (1)
Justice Center – Courts	9551 Civic Center Drive, 80229	Eight (8) yard	One (1)
Active Adults Center	11181 Colorado Boulevard, 80233	Three (3) yard	One (1)
Community Connections	9471 Dorothy Boulevard, 80229	Three (3) yard	One (1)
Thornton Water Treatment Plant	9520 Ellen Court, 80229	Four (4) yard	One (1)
Wes Brown Water Treatment Plant	3651 East 86 th Avenue, 80229	Four (4) yard	One (1)
Margaret Carpenter Rec Center	11151 Colorado Boulevard, 80233	Three (3) yard	Two (2)
Infrastructure Maintenance Center	12450 Washington Street, 80241	Three (3) yard	Three (3)
Thorncreek Golf Course	13555 Washington Street, 80241	Eight (8) yard	One (1)
Water Resources Dept	7600 Dahlia Drive, 80022	Three (3) yard	One (1)
Fleet Facility	1330 East 126 th Avenue, 80241	Three (3) yard	One (1)
Fossil Ridge Public Safety Center	13150 Quebec Street, 80602	Three (3) yard	One (1)
Trail Winds Rec Center	13495 Holly Street, 80602	Eight (8) yard	Two (2)
Thornton Fire Station # 1	2300 Thornton Parkway, 80229	Three (3) yard	One (1)
Thornton Fire Station # 5	14051 Colorado Boulevard, 80602	Three (3) yard	One (1)
Thornton Police Training Center	9000 Colorado Boulevard, 80229	Three (3) yard	One (1)
Community Center	2211 Eppinger Road	Eight (8) yard	One (1)

SEASONAL CONTAINERS			
Location Name	Physical Address	Est. Container Size	Est. Container Count
Community Center/City Pool	2141 East 95 th Avenue, 80229	Three (3) yard	One (1)
Park Village Pool	4051 Summit Grove Parkway, 80241	Three (3) yard	One (1)
Fukaye Ballpark	101 McKay Road, 80229	Three (3) yard	One (1)

SPECIAL ROLL-OFF CONTAINERS – ON-CALL BASIS			
Location Name	Physical Address	Est. Container Size	Est. Container Count
Municipal Service Center	8651 Colorado Boulevard, 80229	Twenty (20) yard	One (1)
Carpenter Fields – Dakota Ridge	11003 Colorado Boulevard, 80233	Thirty (30) yard	Three (3)
Carpenter Fields – Storage Yard	11003 Colorado Boulevard, 80233	Thirty (30) yard	Three (3)
Trail Winds Park	13315 Holly Street, 80602	Thirty (30) yard	One (1)
Thornton Water	8200 Dahlia Street, 80022	Thirty (30) yard	One (1)
Thorncreek Golf Course	13555 Washington Street, 80241	Thirty (30) yard	One (1)

B.12 SERVICE LOCATIONS AND PICK-UP FREQUENCIES:

The following table consists of each worksite’s estimated current pull schedule to provide proposing Vendors an understanding of the number of expected pulls during a given week for all worksites that require year-round servicing. The actual pull schedule shall be determined by each worksite superintendent’s needs and what is scheduled between them and the awarded Vendor.

Proposing Vendors should also note that Thornton has seasonal dumpster service needs, as well as on-call special roll-off dumpster needs. These needs fluctuate during a given year and may or may not be used year-round.

For seasonal dumpster needs at each seasonal worksite, the awarded Vendor will coordinate with the site superintendent on an actual start and end date, but for proposal considerations, Vendors may assume that seasonal times for Thornton ballparks run from approximately March 15th through October 31st of each year, and seasonal times for Thornton pools run from May 15th through Labor Day. All special roll-off containers may be scheduled at any time throughout the year, with potential indefinite services.

The current seasonal and special roll-off locations and average number of weekly pulls are as follows:

SEASONAL CONTAINERS	
Location	Number of Weekly Pulls
Community Center/City Pool	Three (3)
Park Village Pool	Two (2)
Fukaye Ballpark	One (1)

SPECIAL ROLL-OFF CONTAINERS – ON-CALL BASIS	
Location	Number of Weekly Pulls
Municipal Service Center	Six (6)
Carpenter Fields – Dakota Ridge	Three (3)
Carpenter Fields – Storage Yard	Three (3)
Trail Winds Park	One (1)
Thornton Water	Once per month
Thorncreek Golf Course	Once per month

YEAR-ROUND SERVICING							
Location Name	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Municipal Service Center		X		X		X	
City Hall		X	X	X	X	X	
Justice Center – Police		X	X	X	X	X	
Justice Center – Courts		X	X	X	X	X	
Active Adults Center		X		X		X	
Community Connections				X			
Thornton Water Treatment Plant				X			
Wes Brown Water Treatment Plant				X			
Margaret Carpenter Rec Center		X	X	X	X	X	
Infrastructure Maintenance Center		X		X		X	
Thorncreek Golf Course		X	X	X	X	X	
Water Resources Dept (Currently once every 2 weeks)				X			
Fleet Facility				X			
Fossil Ridge Public Safety Center		X	X	X	X	X	
Trail Winds Rec Center		X	X	X	X	X	
Thornton Fire Station # 1				X			
Thornton Fire Station # 5				X			
Thornton Police Training Center			X			X	
Community Center		X		X		X	

B.13 DUMPSTER ORDERING AND DELIVERY CONSIDERATIONS:

Thornton is seeking for the Vendor to have a single point of contact for the ordering of dumpsters that understands the agreement it will have with Thornton, including all agreed upon delivery and pricing requirements.

The Vendor shall coordinate with the Thornton worksite superintendent for the placement of dumpsters for all new worksites that have reoccurring services, special events, new seasonal services, and special roll-off containers. The Vendor shall not deliver a dumpster of this nature without notification to and coordination with the worksite superintendent. Thornton shall not be liable for any costs associated with failed or unsuccessful delivery attempts by the Vendor.

The successful vendor will be required to maintain adequate local inventories to cover normal usage by agencies of Thornton. Deliveries are to be made as soon as possible after orders are placed. Delivery of any items ordered under this proposal shall be made within seventy-two (72) business hours, or sooner, from the time the order is placed, unless otherwise agreed upon by the Thornton worksite superintendent and the Vendor.

Repeated failure to keep adequate inventories of dumpsters for usage by Thornton, or repeated failures by the Vendor to meet the pick-up schedules agreed upon by both Parties, may result in a termination of the awarded Vendor's agreement.

B.14 F.O.B. POINT:

Prices quoted shall be F.O.B. Destination, picked up, removed from the Thornton site, and replaced with an empty container.

B.15 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.16 PROCUREMENT CARDS PAYMENT CONDITIONS:

Awarded contractors may be asked to have the capability of accepting Thornton's authorized Procurement Card as a method of payment. No price changes or additional fee(s) shall be assessed when accepting the Procurement Card as a form of payment. Vendors unable to comply with this requirement are asked to indicate such exception on vendor letterhead. This exception will be taken into consideration during the evaluation of the received proposals.

B.17 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.18 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, "265-24 RFP Appendix No. 1 Proposal Questions 07-31-24".

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 an all-in price that is firm and fixed for the Initial Term, which shall be January 1, 2025, through December 31, 2025. Thornton shall not allow for any temporary charges other than what has been listed by the Vendor in the pricing form. This includes, but is not limited to, temporary seasonal surcharges, fuel surcharges, delivery fees, unloading, labor, cleaning and maintenance, haul and tip fees, transfer station/landfill fees, state/federal fees, etc.

D.4 ANNUAL PRICE UPDATES:

Prior to the expiration of the Initial Term and any subsequent Renewal Term, the awarded Vendor may request annual price adjustments for inflation based on the Denver-Aurora-Lakewood Price Index upon mutual agreement of the Parties.

Price adjustment requests are to be made by the Vendor in writing (e.g., email) to the Thornton Purchasing Division, no later than sixty (60) calendar days prior to the agreement's renewal date or year in which the adjustment may take effect. Should the Vendor fail to submit a request for a price adjustment to Thornton's Purchasing Division, then the current pricing shall remain in effect for the following renewal period of the agreement.

A link to index that is current at the time of this solicitation has been provided below:

https://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUURS48BSA0,CUUSS48BSA0

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

D.5 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 “265-24 RFP Appendix No. 2 Pricing Form 07-31-24”. This form has been broken up into four sections, which are:

- 1) Year-round Servicing – Locations that currently require year-round collection services.
- 2) Seasonal Containers – Locations that currently require only seasonal servicing.
- 3) Roll-off Special Containers – Locations that currently require roll-off, as-needed servicing
- 4) Additional Pricing – A free-type area for Vendors to provide pricing on overage fees and container sizes that are not currently needed by Thornton, but are available upon request.

Proposing Vendors will submit their per pull per container rate when providing pricing. The Pricing Form contains the following terms that proposing Vendors are to be aware of when proposing their pricing.

- Location – The worksite location for dumpster collection services.
- Container Size – The current known container size used at each location.
- UOM – Unit of measurement.
- Container Count – The number of containers at a given location.
- Delivered Unit Price – The price proposed by the proposing Vendor as an all-in per pull costs for each container when serviced.
- PPW – Estimated number of pulls per week per location.
- No. of Weeks – The estimated number of weeks in a year to expect service at that location.
- Extended Delivered Price – The total proposed yearly price per location. This is based on the Vendor’s proposed per pull cost, multiplied by the number of containers, multiplied by the number of PPW, multiplied by the No. of Weeks.
 - The Extended Delivered Price will aid Thornton in the evaluation process of all proposals received from Vendors when considering impacts to annual budgets for each End User Agency.

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 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.

The remainder of this page has been left blank intentionally.

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

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

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

Thornton does not anticipate signing any separate Vendor contractual documents, including separate general or online terms and conditions, Vendor agreements, Vendor quotations with separate terms and conditions, etc. Vendors who have such documents that are required for their solution must submit these documents for Thornton's review and potential incorporation into the final agreement between both Parties as part of their final proposal submission.

The Vendor does not need to complete any of the information within the sample agreement as part of the initial proposal submission process. At Thornton's sole discretion and as part of a final evaluation process by Selection Committee, the Purchasing Analyst of Record may contact a proposing Vendor for any clarifications.

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: _____

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

By: _____, A Corporation
(Proposing firm) A Partnership whose address is _____
An Individual (Circle One)

Proposing firm has submitted a sealed Proposal to the City of Thornton (Thornton) for this solicitation.

Proposing firm hereby authorizes Thornton to perform such investigation of proposing firm as Thornton deems necessary to establish the qualifications, responsibility, trustworthiness, and financial ability of the proposing firm. By its signature hereon, the proposing firm authorizes Thornton to obtain reference information concerning the proposing firm and releases the party providing such information named above and Thornton from any and all liability to the proposing firm as a result of any reference information provided.

Proposing firm further authorizes Thornton to discuss and release any and all information regarding the Proposing firm's performance on its forthcoming services related to this project or other past projects upon receiving a request for such information. Proposing firm releases Thornton from any and all liability associated with such a release of information.

Proposing firm further waives any right to receive copies of reference information provided to Thornton. A copy or facsimile of this executed Reference Authorization and Release Form may be used with the same effectiveness as an original.

Proposing Vendor's Name: _____

Submitted By (Printed): _____

Submitted By (Signature): _____

Title: _____

Date: _____

SECTION H: AUTHORIZATION FOR SOLICITATION POSTING**H.1 PURCHASING MANAGER FORM:**

All communications regarding this solicitation shall be directed to the 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