

Request for Quotation (RFQ)

RFQ No. 303-24 Traffic Counting Equipment

SCHEDULE OF EVENTS

• RFQ Issued	09/25/24		
• Deadline to Submit Additional Questions	10/15/24	11:00 P.M.	Local Time
• Response to Written Questions	10/18/24	11:00 P.M.	
• RFQ Due Date	10/22/24	11:00 P.M.	Local Time

General Information:

The City of Thornton (Thornton) is requesting Quotations for Procurement of pedestrian, bicycle, and vehicle traffic counting equipment needed throughout the City of Thornton.

Buyer Contact Information:

The contact information from the City’s Purchasing Office for this solicitation is as follows:

Buyer: Nykeba Klein, Purchasing Analyst
Email: Nykeba.Klein@ThorntonCO.gov

Note: Communications with anyone other than the Purchasing Division during the course of the solicitation may result in rejection of your Quotation. All questions, comments, and submissions regarding this Request for Quotation (RFQ) shall be addressed to the Buyer, not to the end user.

Current State:

The City of Thornton’s current methods of obtaining pedestrian, bicycle, or other multimodal user data are manual counts utilizing either contracted data collection services or City of Thornton Traffic Engineering staff. This is time intensive and/or does not allow for turning movement counts and cost-effective extensive (multi-day) pedestrian, bicycle, and vehicle studies.

Scope of Work:

The purposes of this RFQ is to explore available technology to provide automated portable traffic data collection equipment for counting pedestrians, bicycles, and vehicles. Contracted count services are not requested with this RFQ.

The City of Thornton is seeking a product, specifications, and pricing from a Vendor whose portable counters are capable of:

1. Performing automated pedestrian counts.
2. Performing automated bicycle counts.
3. Performing automated turning movement counts.
4. Performing automated vehicle volume, speed, and classification counts.

F.O.B. Destination:

City of Thornton Infrastructure Maintenance Center, 12450 Washington Street, Thornton, Colorado.

Vendor Questions:

Vendor Questions will be collected by the Purchasing Analyst and answered via an Addendum that shall be sent to all participating Vendors according to the Schedule of Events listed above.

Proposal Submission:

Quotations are to be submitted no later than the time and date listed within the Schedule of Events listed above. Quotations shall be submitted either via BidNet® direct, email to the Purchasing Analyst, or through physical submission to the address listed above on the first page.

Pricing and Instructions:

All prices shall be firm and fixed until an award has been made by Thornton. If extended unit pricing does not match total bid price, then unit pricing shall govern final evaluation amount. No changes to price shall be acceptable without first written authorization by the Contract and Purchasing Division.

Questionnaire

Thornton appreciates your assistance with answering the following questions on your company letterhead. Please re-state these questions on your company letterhead when answering these questions:

1. General Company Information.
 - a. Name.
 - b. Headquarters location.
 - c. Years in existence.
 - d. Number of employees.
 - e. Website.

2. What types of services does your Company offer?

3. Are you involved with any other municipalities in Colorado?
 - a. If yes, which municipality and for who long?
 - i. Please provide a description of services and equipment for each.
4. What equipment does your Company offer to:
 - a. Conduct automated pedestrian counts.
 - b. Conduct automated bicycle counts.
 - c. Conduct automated turning movement counts.
 - d. Conduct automated vehicle volume, speed, and classification counts.
5. What software does your company use to process count data?
 - a. Where is this information stored, accessed and retrieved?
 - b. Does your firm require a client to agree to any terms and conditions documents that are considered part of your provided software, such as a EULA, SLA, MSA, or online terms and conditions?
 - i. If Yes, you must include a copy of those documents as part of your submission. Hyperlinks to the documents will not be acceptable.
6. Does your company offer support/maintenance? How often?
7. Are there any annual fees or costs for your company's equipment or software?
 - a. If yes, please provide a summary of the fees/costs. Please specify these fees on the Quotation Form.

Award Length:

The award from this RFQ may be done on a group basis, with each pump manufacturer as its own group. Thornton may make a final award based on the financial and operational interests that best suit Thornton.

The initial award from this solicitation will start from the **date of final award** through **December 31, 2025**. After the initial term expires, there will be an opportunity for a mutually agreed upon annual renewal of up to **five (5) years 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.

Upon notice of award, the Thornton Purchasing Division may issue a Vendor Commitment Statement ("VCS") to the awarded Vendor(s) that memorializes the Scope of Work from this solicitation, along with the Vendor's awarded pricing. This VCS would be sent to the awarded Vendor for signature to finalize the award.

Annual Pricing Updates

Upon each annual renewal of term, the Vendor may request a price adjustment for the following year. Price adjustment requests are to be made by the Vendor in writing (e.g., email) to the Thornton Purchasing Division, no later than sixty (60) calendar days prior to the 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.

All price adjustments shall be based upon the Denver-Aurora-Lakewood consumer price index (CPI) and are subject to review and approval by Thornton's Purchasing Division.

A link to this index at the time of this RFQ has been provided below.

https://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUURS48BSA0,CUUS48BSA0

Basis of Award:

Award shall be made to the responsive, responsible, Bidder meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use. The following is a list of the criteria that may be used in determining the Award:

- A. Responsiveness to the terms and conditions of the RFQ;
- B. Responsibility of the Bidder;
- C. Adherence to specifications and/or Scope of Work;
- D. Delivery and/or completion time;
- E. Guarantees and warranties;
- F. Prices quoted;
- G. Local vendor consideration and/or
- H. Overall cost effectiveness and greatest benefit as deemed in the best interest of Thornton.

Thornton-based businesses may be granted consideration in evaluation of price quotes if they meet the following criteria:

- A. The business maintains an office, manufacturing, training, retail, or repair facility within Thornton city limits;
- B. The business has a current Thornton business license;
- C. The business is current on all Thornton obligations; and
- D. The Bidder requests the consideration on the Bid Proposal Form and supplies the necessary documentation.

All nonmonetary bid criteria being equal, Thornton business' price quotes will be discounted for the purpose of evaluating the quotes when compared to non-Thornton-based businesses by the lesser of five percent (5%) of the price quote or ten thousand dollars (\$10,000).

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.

Invoicing Requirements

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

The Vendor should be capable of providing invoices that include the following details:

- Invoice number.
- Invoice date.
- Itemized charges, including unit of measurement.
- Total charge.
- Service date(s) or service period.
- PO number (will be provided to awarded Vendor).
- Service location (Building name and address).

Vendor shall also provide monthly statement billing (as required).

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.

Standard Proposal Considerations:

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

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Quotation Form

(All Quotations must be submitted on this form)

Note to Vendors: Unless listed as a separate line item, all pricing provided shall be considered as a delivered price. Both pricing and delivery time will be taken into consideration when evaluating this bid.

	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1.			\$ _____	\$ _____
2.			\$ _____	\$ _____
3.			\$ _____	\$ _____
4.			\$ _____	\$ _____
Annual fees for your company's equipment or software? If No please mark with N/A				\$ _____
Total Quotation Price Submission				\$ _____
Shipping Schedule (Number of Days Aro)				_____ Days
Proposed Make:				
Proposed Model, Item, or Part No.				
Have you submitted all product literature, including information on software?				Yes or No (Circle One)
Standard One (1) Year Warranty submitted with Quotation				Yes or No (Circle One)
Warranty other than standard One (1) Year submitted with Quotation				Yes or No (Circle One)

ACCEPTANCE OF CONDITIONS AND ADDENDA ACKNOWLEDGEMENT FORM

Vendor indicates acceptance of the following conditions:

1. 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 Bid Documents, and having full knowledge of the product requested and described herein, hereby proposes that it will fulfill the obligations contained herein in accordance with all terms, conditions, and specifications set forth; and that it will furnish all required products and pay all incidental costs all in strict conformity with these Bid Documents, for the stated prices as payment in full.
3. I acknowledge receipt of any and all published addenda: Yes No
4. My firm is claiming the Thornton Based Business Local Vendor Consideration: Yes No

Proposing Vendor's Name: _____

Vendor Representative (Printed): _____

Vendor Representative (Signature): _____

Title: _____

Phone Number: _____

Email: _____

Date: _____

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City of Thornton Purchase Order Terms and Conditions:

Agreement Acceptance

Vendor's commencement of work on the goods or services subject to this Purchase Order or shipment of such goods, whichever occurs first, shall be deemed acceptance of this Purchase Order. Any acceptance of this Purchase Order is limited to the express terms contained on the face and back hereof. Any proposal for additional or different terms or any attempt by Vendor to vary, in any degree, any of the terms of this Purchase Order is hereby rejected. Vendor shall notify Thornton in writing within ten (10) business days if Vendor is unable to comply with any of the Purchase Order terms and conditions.

Termination for Convenience by Thornton

Thornton reserves the right to terminate this Purchase Order, or any part hereof, for its convenience. In the event of such termination, Vendor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease work. Vendor shall be paid a reasonable termination charge consisting of a percentage of the Purchase Order price reflecting the percentage of value earned prior to the notice of termination, plus actual direct costs resulting from the termination, if any. Vendor shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Vendor's suppliers or sub-contractors which Vendor could reasonably have avoided. Vendor shall not be entitled to profit or overhead on unperformed work.

Termination for Cause

Thornton may terminate this Purchase Order, or any part hereof, for cause in the event of a default by Vendor, or if Vendor fails to comply with any of the terms and conditions of this Purchase Order. Late deliveries, deliveries of products which are defective or which do not conform to this Purchase Order, or failure to provide Thornton, upon request, of reasonable assurances of future performance, shall all be causes allowing Thornton to terminate this Purchase Order for cause. In the event of termination for cause, Vendor shall be liable to Thornton for any and all damages sustained by reason of the default which gave rise to the termination.

Setoff

All claims for money due, or that become due, to Vendor from Thornton shall be subject to deduction or setoff by Thornton by reason of any claim arising out of this Purchase Order or any other transaction with Vendor.

Proprietary Information Confidentiality- Advertising

Vendor shall consider all information furnished by Thornton to be confidential and shall not disclose such information to any other person, or use such information itself for any purpose other than performing this Purchase Order, unless Vendor obtains written permission from Thornton to do so. This paragraph shall apply to all drawings, specifications, or other documents prepared by Vendor for Thornton in connection with this Purchase Order. Vendor shall not advertise or publish the fact that Thornton has contracted to purchase goods or services from Vendor, nor shall any information relating to this Purchase Order be disclosed without Thornton's written permission. Unless otherwise agreed in writing, no financial or technical information disclosed in any manner or at any time by Vendor to Thornton shall be deemed secret or confidential, and Vendor shall have no rights against Thornton with respect thereto, except such rights as may exist under patent laws.

Warranty

Vendor expressly warrants that all goods or services furnished under this Purchase Order shall conform to all specifications and applicable standards, will be of new manufacture unless otherwise specified, and will be free from defects in material and workmanship. Vendor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods or services; and that any goods will be adequately contained, packaged, marked and labeled. Vendor warrants that all goods or services furnished hereunder will be merchantable, will be safe and appropriate for the purpose for which goods or services of that kind are normally used, and will conform in all respects to samples. If Vendor knows or has reason to know the particular purpose for which Thornton intends to use the goods or services, Vendor warrants that such goods or services will be fit for such particular purpose. Inspections, tests, acceptance or use of the goods or services furnished hereunder shall not affect Vendor's obligation under this warranty, and such warranties shall survive any inspections, tests, acceptance, and use. Vendor's warranty shall run to Thornton, its successors, assigns, and customers, and users of products sold by Thornton. Vendor agrees to promptly replace or correct defects in any goods or services not conforming to the foregoing warranty without expense to Thornton when notified of such nonconformity by Thornton, provided Thornton elects to provide Vendor with the opportunity to do so. In the event of failure of Vendor to promptly correct defects in or to replace non-conforming goods or services, Thornton, after reasonable notice to Vendor, may make such corrections or replace such goods and services and charge Vendor for the cost incurred by Thornton in doing so.

Price Warranty

Vendor warrants that the prices for the goods or services sold to Thornton under this Purchase Order are not less favorable than those currently extended to any other customer for the same or similar

goods or services in similar quantities. In the event Vendor reduces its price to other customers during the term of this Purchase Order, Vendor agrees to reduce the prices hereof correspondingly. Vendor warrants that prices shown on this Purchase Order shall be complete, and no additional charge of any type shall be added without Thornton's express written consent. Charges included in Vendor's price include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating.

Force Majeure

Thornton may delay delivery or acceptance of goods or services occasioned by causes beyond its control. Vendor shall hold such goods or withhold such services at the direction of Thornton and shall deliver them when the cause affecting the delay has been removed. Thornton shall be responsible only for Vendor's direct additional costs in holding the goods or delaying performance of the services at Thornton's request. Causes beyond Thornton's control shall include government action or failure of the government to act where such action is required, strike or other labor trouble, fire, unusually severe weather, acts of war, or terrorism.

Patents

Vendor agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against Thornton or its officers, employees, agents, customers, or other vendors for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark, or appearance of goods or services furnished under this Purchase Order; and Vendor further agrees to indemnify Thornton, its officers, employees, agents, and customers against any and all expenses, losses, royalties, profits and damages, including court costs and attorneys' fees, resulting from any such suit or proceeding, including any settlement. Thornton may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by Vendor.

Independent Contractor

In the event that Vendor's obligations under this Purchase Order require or contemplate performance of services by Vendor's employees, or persons under contract to Vendor, to be done on Thornton's property, or property of Thornton's customers, the Vendor agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of Thornton.

Insurance

Vendor shall maintain all necessary insurance coverages, including liability and workers' compensation insurance.

Indemnification

To the fullest extent permitted by law, Vendor agrees to defend, indemnify and hold harmless Thornton, its officers, agents, and employees, from and against all liability, judgments, damages or losses which arise out of, result from, or are in any manner connected with the work or services to be performed under this Purchase Order, to the extent it is determined such liability, judgments, damages or losses were caused by the negligent acts, errors, or omissions of Vendor, any subcontractor of Vendor, or any officer, employee or agent of Vendor, or anyone else employed directly or indirectly by any of them or anyone for whose acts any of them may be liable and will pay to Thornton any expenses incurred by reason of such liability, judgments, damages or losses, including, but not limited to, court costs and reasonable attorneys' fees incurred in defending or investigating such claims. Such payments on behalf of Thornton shall be in addition to any and all other legal remedies available to Thornton and shall not be considered Thornton's exclusive remedy.

Changes

Thornton shall have the right, at any time, to make changes in drawings, designs, specifications, materials, packaging, time, or place of delivery, and method of transportation. If any such changes cause an increase or decrease in the cost or time required for the performance of the work or services under this Purchase Order, an equitable adjustment shall be made and this Purchase Order shall be modified in writing accordingly.

Inspection/Testing/Review

Payment for goods or services delivered under this Purchase Order shall not constitute acceptance thereof. Thornton shall have the right to inspect such goods or review such services or work product and to reject any or all of such goods or services which are, in Thornton's judgment, defective or non-conforming. Goods rejected and goods supplied in excess of quantities called for herein may be returned to Vendor at Vendor's expense, and in addition to Thornton's other rights, Thornton may charge Vendor all expenses of unpacking, examining, re-packing and re-shipping such goods. In the event Thornton receives defective or nonconforming goods where it is not apparent on examination that they are defective or nonconforming, Thornton reserves the right to require replacement, as well as payment of damages.

Thornton shall have the right to require revisions or re-performance of services which are, in Thornton's judgment, incomplete, incorrect, or non-conforming.

Nothing contained in this Purchase Order shall relieve, in any way, Vendor from the obligation of testing, inspection, and quality control.

Entire Agreement

This Purchase Order and any and all solicitation documents referred to on the face hereof, unless noted otherwise, constitute the entire agreement between the parties.

Assignments and Subcontracting

No part of this Purchase Order may be assigned or sub-contracted without the prior written approval of Thornton.

Shipment

If in order to comply with Thornton's required delivery date, it becomes necessary for Vendor to ship by a more expensive way than specified in the Purchase Order, any increased transportation costs resulting therefrom shall be paid for by Vendor without reimbursement by Thornton, unless the necessity for such expedited shipping has been caused by Thornton.

Waiver

Thornton's failure to insist on performance of any of the terms or conditions of this Purchase Order, or to exercise any right or privilege, or Thornton's waiver of any breach hereunder, shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.

Time is of the Essence

Time is of the essence and if delivery of items or rendering of services required by this Purchase Order is not completed by the time promised, Thornton reserves the right, without liability and in addition to its other rights and remedies, to terminate this Purchase Order by notice effective when received by Vendor as to items not yet shipped, or services not yet rendered, and to purchase substitute items or services elsewhere and charge Vendor for any loss incurred.

Limitation on Thornton's Liability

In no event shall Thornton be liable for anticipated profits or for incidental or consequential damages. Thornton's liability on any claim of any kind for any loss or damage arising out of or in connection with, or resulting from this Purchase Order, or from the performance or breach thereof, shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim. Thornton shall not be liable for penalties of any description.

Non-Appropriation of Funds

In the event that Thornton's legislative body fails to appropriate funds for the continuation of a multi-term agreement for any fiscal year past the first fiscal year, Thornton may, at the beginning of the fiscal year for which its legislative body does not appropriate funds and upon thirty (30) Calendar days prior written notice, terminate this Purchase Order without penalty and thereupon be released of any further obligations.

Venue/Law/Statute of Limitations

This Purchase Order shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof or the work or services be provided hereunder shall be brought in the District Court, County of Adams, State of Colorado. Any action arising out or relating to this Purchase Order or the work or services to be provided hereunder asserted by Vendor against Thornton shall be brought within two (2) years from when the action accrues, pursuant to C.R.S. § 13-8

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