

REQUEST FOR PROPOSAL (RFP)

RFP No. 247-24

RED LIGHT AND SPEED ENFORCEMENT EQUIPMENT

Purchasing Analyst of Record: Andrew Miskell, CPPB

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SECTION A: SCHEDULE, PURCHASING ANALYST OF RECORD, AND GENERAL SUMMARY OF NEEDS**A.1 SCHEDULE OF EVENTS:**

The following is a list of important items, dates, and times that pertain to this solicitation. All times listed below are in reference to the local Thornton, Colorado time.

<u>Solicitation Item</u>	<u>Date</u>	<u>Time</u>
Proposal Issued	October 2, 2024	
Pre-Proposal Conference and Job Walk	October 10, 2024	9:00 A.M.
Deadline to Submit Additional Questions	October 17, 2024	11:00 P.M.
Response to Written Questions	October 22, 2024	
Proposal Due Date	November 5, 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 leasing of red-light cameras and mobile speed enforcement equipment, including any software and professional services associated with the Project for Thornton's Police Department and Municipal Court teams.

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 continues to expand both with its physical boundaries and population, we continue to seek improvements in our traffic and safety plans. As part of this expansion, Thornton’s City Council has approved for the City to seek proposals from qualified Vendors for Thornton to lease speed enforcement equipment. This equipment will include stationary red-light cameras at Thornton’s designated intersections, as well as mobile speed enforcement cameras and license plate readers (“LPRs”). With this equipment, Thornton would also require software from the Vendor who is chosen for award that will capture a picture of an offender and send that offender the appropriate fine/paperwork that is associated with the traffic violation.

This Project is currently being taken on and overseen by multiple Thornton departments/divisions, which include the following teams and their roles:

- Contracts and Purchasing – Central point of contact for the solicitation and contracting process.
 - Vendors are to note that it is unacceptable to contact anyone other than the Purchasing Analyst of Record for information regarding this solicitation during the solicitation process.
 - Failure to adhere to this requirement may result in your firm’s proposal being rejected without further evaluation.
- Thornton Police Department (“TPD”) – Oversees the enforcement of traffic laws including ticketing.
- Thornton Municipal Court – Oversees and issues the fines associated with ticketing.
- Thornton Infrastructure/Traffic Division – Oversees traffic and signal lights, and patterns of Thornton’s roadways.
- Thornton Information Technology – Oversees all technology projects, including all associated hardware, software, and technical specifications.
- Thornton City Manager’s Office (“CMO”) – The executive sponsor of this Project.

Prospective Vendors are to note that Thornton is not seeking to purchase any of the equipment, and is instead seeking to perform this Project with the equipment being leased from the Vendor as an operational lease structure.

The following sections of this RFP will provide further details on what Thornton desires of a Vendor's product to be able to do and accomplish for Thornton.

B.2 GOALS FROM THIS RFP:

Thornton's overarching goal from this Project is to improve road safety, enhance traffic regulation compliance, and enforce violations effectively.

Thornton's other desired outcome from this RFP is to find a Vendor that can meet or exceed our goals as the installation and support Vendor for the leased equipment and software contained within this RFP. These main goals centered around Thornton's needs include, but are not limited to:

- 1) Ability of the system to be reliant and capable product(s) for both a stationary set of red-light cameras at intersections, and mobile speed enforcement equipment.
- 2) An ability of the Vendor to perform the installation of the stationary equipment at Thornton's designated intersections, as a comprehensive system that detects and records red-light and speed violations.
- 3) The installation, implementation, and training of Thornton staff on the software associated with the Vendor's proposed solution.
- 4) An ability to provide post-installation maintenance, support, and as-needed calibration of the Vendor's physical equipment.
- 5) An ability of the Vendor to provide dedicated onsite and/or remote assistance for post-installation support of the Vendor's software platform.
- 6) A reliable Vendor solution that includes the end-to-end ticket processing for notice of traffic violation processing from initial issuance through court disposition.

B.3 AWARD LENGTH:

The initial award from this solicitation will be from the date of the final signature of the agreement, **through a five (5) year agreement term**, or until **December 31, 2030**, whichever may occur first. No further extensions or renewals shall pass this date for service from the awarded Vendor, unless otherwise previously authorized in writing by the Thornton Purchasing Division.

B.4 FUTURE TRANSITION PLAN:

Upon the conclusion of Agreement with the awarded Vendor, the Vendor shall be required to assist Thornton in a seamless transition process from their award that is issued from this solicitation to the next awarded Vendor(s) when a future solicitation or contracting process is done by Thornton. The awarded Vendor from this solicitation shall not withhold any data, software licensing, reports, etc., from Thornton during a transition process.

Should the awarded Vendor refuse to aid in a transition process that negatively impacts Thornton's financial and operational duties, the Vendor may be considered in breach of the agreement. Should the awarded Vendor become the next awarded Vendor in a future solicitation, this item will be considered moot.

Should Thornton's Agreement with the Vendor terminate on the date listed above and Thornton has not found a suitable replacement of services from another Vendor, Thornton may request in writing that the Vendor continue the Service(s) on a month-to-month prorated basis for a continued use of the software and services, until a formal written notice of termination has been provided by Thornton.

B.5 SCOPE OF WORK – RED-LIGHT CAMERA EQUIPMENT:

Proposing Vendors will note that Thornton's desire is that the Vendor's system prioritizes accuracy, reliability, and compliance with current industry standards. The awarded Vendor's solution shall comply with all local, state, and federal laws, including Colorado Revised Statute CRS 42-4-110.5.

Thornton has identified two (2) traffic intersections for red-light camera equipment that it has initially determined as a priority, and would seek for the awarded Vendor to have their equipment installed at. Those two intersections are:

- Intersection # 1: 88th Street and Washington Street
- Intersection # 2: 120th Street and Colorado Boulevard

Thornton's desired system that would be provided by the Vendor, would consist of synchronized cameras capable of accurately measuring vehicle speeds, capturing images, and storing violation data. The Vendor's camera solution shall utilize high-resolution cameras, intelligent image processing software, and secure storage capabilities to accurately identify and track vehicles that violate red lights, even under changing and challenging conditions, including but not limited to, low-light, non-ideal weather conditions, high-traffic, and excessive speeding scenarios.

Besides the provision of the leased equipment, the awarded Vendor will be responsible for the installation of all red-light camera equipment at Thornton's intersections. Proposing Vendors shall note that Thornton does not anticipate allowing the awarded Vendor to "piggyback" on any existing Thornton traffic poles. Thornton's preference is that the Vendor shall install all required

poles for their equipment as a separate pole from any Thornton traffic signal, however, should the Vendor's technology be better situated on an existing Thornton traffic signal pole, then the Vendor shall thoroughly explain this reasoning to Thornton as part of their answers to Thornton's Proposal Questions – Section C.2.

As part of the installation process, the awarded Vendor will be responsible for all permitting fees associated with the installation of any required poles and infrastructure. Thornton may assist with the coordination of the permitting process, but Thornton does not anticipate waiving or offering any permitting fees to the awarded Vendor for the placement of said poles and infrastructure.

For more information on Thornton's permitting and processes, please visit Thornton's City Development page on Thornton's website at: <https://www.thorntonco.gov/city-services/public-works/engineering-services/infrastructure-right-way-row-permits>.

B.6 SCOPE OF WORK – MOBILE SPEED ENFORCEMENT EQUIPMENT:

In addition to the two (2) intersections for red-light cameras, Thornton will also be seeking for the awarded Vendor to lease to Thornton, two (2) mobile speed enforcement units.

For these mobile units, Thornton's anticipation is that these units provided by the awarded Vendor will be housed within a vehicle that can be driven and placed by a Thornton PD employee. The vehicle shall be able to be easily moved during inclement weather so as to reduce the possibility of additional distractions or crashes by public citizens.

Thornton has no preference to vehicle color, and prefers a non-descriptive or unmarked vehicle. Thornton's anticipation is for the vehicle to be large enough to contain all Vendor equipment within itself and for the vehicle to be weather-proof and discreet regarding the equipment housed within the vehicle itself.

Thornton has listed additional questions with Section C.2 – Proposal Questions regarding your firm's proposed mobile unit, for your firm to answer for Thornton's evaluation process.

B.7 WORKMANSHIP EXPECTATIONS FOR HARDWARE INSTALLATION:

The awarded Vendor from this solicitation shall perform all installations in a professional manner. This includes maintaining all necessary insurance coverages for their firm for the entirety of the resulting agreement and being responsible for the equipment and environment in which they are working in.

Upon completion, the Thornton PM or assigned personnel shall perform a final walkthrough with the Vendor to ensure that the installation is clean and has been fully completed to the standards and satisfaction of Thornton.

Upon completion of an installation, the Vendor shall not have exposed wiring that presents tripping, shock, and/or fire hazards or cords that could be caught by a passerby/vehicle. Should a final walkthrough with the Vendor and the Thornton PM find an installation that has open holes where wire/conduit is run by the Vendor, uneven or improperly installed hardware, or have left an environment that is aesthetically “unpleasant” which may be considered as unfinished work, then the Vendor shall be required to complete any work found during the final walkthrough that is deemed as unfinished by Thornton, prior to any further payment by Thornton.

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

B.8 SUBCONTRACTING INSTALLATION AND MISCELLANEOUS SERVICES:

Thornton does realize that proposing Vendors may have different solutions available to them to fill Thornton’s needs. Vendors who only sell a software solution but subcontract the installation of hardware and/or other physical activities (i.e., spill containment, service calls, etc.) to a 3rd party, will be allowed to propose their solution. Should a Vendor’s proposed solution include their software solution but with a 3rd party installer, the proposing Vendor will need to identify to Thornton in their proposal who this 3rd party is, and that proposing Vendor will serve as the “Prime” Vendor. The Prime Vendor shall be responsible for any issues with the product itself, and for any workmanship issues with the installation, including but not limited to, any remedies to poor workmanship, warranty claims, insurance coverage, etc.

Proposing Vendors should note that any Vendor who proposes only a software solution and does not provide a solution for installation, may be considered as non-responsive to this solicitation.

B.9 DISPOSAL OF REFUSE, PARTS, AND FLUIDS:

The awarded Vendor shall be responsible for the disposal of all refuse, used or broken parts, and fluids, and shall not dispose of any items that violate federal, state, and local laws and statutes. The Vendor shall follow and adhere to all applicable federal, state, and local laws and statutes.

B.10 SOFTWARE – REQUIREMENTS TRACEABILITY MATRIX (“RTM”):

Thornton’s anticipation is for the proposing Vendor to be able to provide a new software platform in which the traffic notice and violation data that is collected from the physical hardware is automatically entered into the Vendor’s software platform. Thornton’s preference is that the Vendor’s software solution be a cloud-based, SaaS solution. If the Vendor’s solution requires for on-premise hardware (i.e., server), Thornton will seek clarity from the proposing Vendor as to why that solution would best meet/exceed Thornton’s needs for this Project.

Thornton has provided an additional Microsoft Excel file under separate cover titled “247-24 RFP Appendix # 1 RTM”. This matrix states the requirements, descriptions of information, and their associated MoSCoW values.

The matrix contains a column titled “Requirement Compliance” with drop downs, which the proposing Vendor is to answer how their solution meets each requirement, with options including, cannot meet, future release, out-of-the box, with configurations, or with custom programming. There is an additional column within the matrix titled “Product/Module” for the Vendor to enter in if the requirement is found within a particular module of their solution.

Proposing Vendors are required to complete and return this RTM Excel file with their final proposal submission as the responses will be part of the overall evaluation of the Vendor’s proposal. Vendors will be allowed to expand upon their answers from their completed RTM and how their solution functions, when answering the proposals questions found in Section C.2 – Proposal Questions.

B.11 SOFTWARE – TECHNOLOGY ACCESSIBILITY COMPLIANCE:

In 2021, the State of Colorado passed House Bill 21-1110 (“HB 21-1110) that will require all public entities, such as Thornton, to meet or exceed standards on technology accessibility compliance for individuals with disabilities. The State has put their Office of Information and Technology (“OIT”) in charge of developing and distributing the standards for this compliance. This bill has since been incorporated into Colorado law under the Colorado Anti-Discrimination Act (“CADA”).

The initial information that has been sent out has stated that all software used by public entities must be Web Content and Accessibility Guidelines (“WCAG) 2.1 AA compliant and in-line with federal ADA standards, no matter if the software is external facing to the public or internal facing to the entity. These standards and the additional information that OIT has been providing to public entities is a fluid situation.

The steps for public entities meeting this requirement have begun as of July 1, 2024. For more information, please visit the State’s OIT website at <https://oit.colorado.gov/>.

B.12 SOFTWARE – INTEGRATION AND CURRENT THORNTON SYTEMS:

Thornton does not initially intend on integrating the awarded Vendor’s software solution with Thornton’s Municipal Courts software system, nor TPD’s records management system. However, for transparency with the Vendor community, Thornton’s current software systems are:

- Courts – FullCourt provided by Avenu Insights & Analytics
- TPD – Police RMS provided by Intergraph dba Hexagon, Inc.

B.13 SOFTWARE – LICENSING:

Thornton's expectation is that the Vendor shall be proposing a scalable solution that can fulfill Thornton's needs for licensing both now, and in the future when/if additional users are required. Users for this system will include Thornton employees at various levels of authority and from different departments.

The proposing Vendor's solution shall be able to provide different levels of users. These levels may include, but are not limited to, the levels listed below with a corresponding general description:

- 1) Administrators – Users that can create, modify, delete user profiles, and/or aid in password management for current users.
- 2) General Users – A user that is operating in the Vendor's solution, including data entry and the physical fueling of a vehicle.
- 3) View Only – A user that can view KPIs and may be able to generate and/or view reports within the Vendor's solution.
- 4) IT – A user from Thornton's Information Technology division that will aid in any system updates, integration processes, or general issues with the system that requires specific technology knowledge and expertise.

B.14 HOURS OF OPERATIONS:

Thornton currently operates under normal business hours for most employees and offices. Normal business hours shall be defined as 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Thornton observed holidays.

All times that are outside of normal business hours are to be considered as "after hours", should work be requested by Thornton of the Vendor.

Certain exceptions may be made by Thornton, depending on the Project itself or personnel available for alternate times for the Vendor to enter a worksite and conduct an installation of any hardware that is required as part of their proposed solution.

B.15 FUTURE WORK CONSIDERATIONS AND PROCEDURES:

The agreement that results from this solicitation with the awarded Vendor shall serve as the basis for the agreed upon terms and conditions and general expectations for all projects under this award. For future work that includes red-light cameras at newly defined/desired intersections, additional mobile speed enforcement products, or additional professional services which funding has been appropriated, the general process for the awarded Vendor and Thornton to follow should be:

- 1) An initial needs assessment and design meeting with the PM or Thornton personnel that is assigned to the Project.
- 2) An initial Vendor recommendation and quoted SOW with pricing that reflects the agreement's pricing structure and requirements that is to be sent to the PM for review.
 - a) Each Scope of Work shall contain at a minimum:
 - i) Detailed line-item pricing with units, descriptions, quantities, estimated labor hours, etc.;
 - ii) Confirmation of the agreement's pricing structure having been utilized;
 - iii) Installation schedule;
 - iv) Any additional warranty information not already outlined in the agreement; and
 - v) Any additional special considerations regarding the job environment.

(1) Note, it is at this stage that the PM and the Vendor may have revisions of the Scope of Work, pricing, and any required drawings in order to reach a final satisfaction of Thornton's needs.
- 3) Once the PM finds the quote satisfactory, the PM will enter a requisition into Thornton's financial system for the finalized Scope of Work and pricing, which will flow to a Contracts/Purchasing Analyst in the Contracts and Purchasing Division for review.
- 4) Upon review and approval from Contracts and Purchasing Division, the Analyst will then create a Purchase Order based upon the finalized Scope of Work and pricing, which the Analyst will disseminate to the Vendor and the PM.

B.16 ESTIMATED QUANTITIES:

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

B.17 F.O.B. POINT:

Prices quoted shall be F.O.B. Destination and delivered, as required, to the following points:

All red-light cameras shall be installed, set-up and maintained at the following locations:

- Location # 1
88th Street and Washington Street
- Location # 2:
120th Street and Colorado Boulevard

All mobile speed enforcement systems, set-up, training, reports, repair components, etc., will be delivered to Thornton's Police Headquarters, located at:

**Thornton Police
9551 Civic Center Drive
Thornton, CO 80229
Attention: Police Administration**

All software and maintenance licenses, renewals, and technology support are delivered to Thornton's Information Technology Division, located at:

**Thornton City Hall
9500 Civic Center Drive
Thornton, CO 80229
Attention: Information Technology Division**

B.18 DELIVERY CONSIDERATIONS:

All installations and deliveries shall be made between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays, unless otherwise mutually agreed upon by both Parties.

B.19 DEMONSTRATIONS AND INTERVIEWS:

Thornton reserves the right to review a Vendor's proposed solution that would be on hand or in the field of use. The proposed solution may be viewed at Thornton's sole discretion virtually or at a physical Thornton facility. It will be a Thornton's sole discretion if a demonstration is deemed to be necessary during the evaluation phase of this solicitation.

In addition to demonstrations, Thornton may also 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.20 INVOICING REQUIREMENTS:

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

Thornton's standard payment terms are net thirty (30) calendar days after receipt of an invoice. All invoices submitted shall be emailed to AP.Invoices@ThorntonCO.gov. In lieu of email,

physical copies may be submitted to City of Thornton – Accounts Payable, 9500 Civic Center Drive, Thornton, CO 80229-4326. Invoices sent to anyone other than Accounts Payable are not considered to be properly submitted and will not be paid until they are properly submitted.

B.21 FELONY DISQUALIFICATION:

The vendor shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to Thornton pursuant to this proposal unless the vendor receives prior written permission from the Director of Support Services. The Director may require that a fidelity bond, or such other assurance in such amount as deemed appropriate, be provided to Thornton as a condition precedent to the grant of such permission.

B.22 VENDOR PERFORMANCE MANAGEMENT:

Thornton may administer a Vendor performance management program as part this proposal and resulting agreement. The purpose of this program is to create a method for documenting and advising Thornton of exceptional performance or any problems related to the purchased goods and services.

B.23 COOPERATIVE PURCHASING:

Thornton encourages the proper use of cooperative purchasing and reserves the right to make results of this solicitation available to other governmental agencies seeking like equipment, goods, or services. Other agencies using this solicitation must do so according to regulations established by their individual organizations and accept sole responsibility for its use. The terms and conditions of any resulting transaction shall be exclusively between the buyer and the seller. Buyers and sellers using this solicitation in a cooperative or “piggy-back” fashion, agree to defend and hold harmless Thornton from any dispute or action arising from its use.

The remainder of this page has been left blank intentionally.

SECTION C: PROPOSAL QUESTIONS TO PROSPECTIVE VENDOR

C.1 INSTRUCTIONS FOR ANSWERING QUESTIONS:

Your proposal response must specifically address each of the questions/issues that are listed within this RFP. The **quality and detail** of your responses, along with how closely your firm can meet or exceed Thornton's Scope of Work expectations from Section B, will be considered in the overall evaluation of your proposal. Proposers are encouraged to give examples and provide comprehensive information to support your compliance on each point.

All answers provided by the awarded Vendor may be incorporated into the final agreement between the Vendor and Thornton as an additional exhibit or as part of a finalized Scope of Work.

C.2 PROPOSAL QUESTIONS:

To standardize the format of all proposals for evaluation, Proposers are required to respond to all questions **in the order given** and to list the item number and restate the question prior to giving their answer. Failure to comply with this requirement may result in your proposal being declared non-responsive.

Thornton has provided the proposal questions for proposers to answer as a Microsoft Word file under separate cover titled "247-24 RFP Appendix No. 2 Proposal Questions".

C.3 THORNTON CYBERSECURITY QUESTIONS:

In addition to the standard proposal questions that Thornton asks with this solicitation from Section C.2, Thornton intends on asking additional questions regarding your firm's cybersecurity practices and policies, with regard to your software solution. Proposing Vendors will not be asked to answer these cybersecurity questions during an initial proposal submittal, as Thornton may elect to shortlist the number of proposals received for further evaluation. It will be during the shortlisting process that these cybersecurity questions will be provided to your firm to answer.

Thornton considers cybersecurity a serious matter and conducts a review of every technology component it may prospectively bring on, no matter the dollar level, nor complexity. If your firm is provided with the cybersecurity questionnaire by Thornton, it is required for your firm to provide answers to Thornton's questions in order to be further considered during the evaluation process.

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 award and initial lease period.

D.4 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 "247-24 RFP Appendix No. 3 Pricing Form".

The remainder of this page has been left blank intentionally.

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

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

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

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

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

E.2 PRE-PROPOSAL CONFERENCE:

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

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

Upon completion of the pre-proposal conference, the Purchasing Analyst will provide a job walk with proposing Vendors being responsible for their own travel accommodations. The Purchasing Analyst will show each intersection to the Vendors; however, Thornton personnel will not be available for the Vendors to speak with in-person beyond the date and time of this job walk prior to the proposal due date.

The job walk will be performed in the following order

- 1) Intersection # 1 – Vendors will meet the Purchasing Analyst in the vacant lot of 8804 Washington Street, which is on the northeast corner of the intersection.
- 2) Intersection # 2 - Vendors will meet the Purchasing Analyst in the Walgreen's parking lot, which is on the northeast corner of the intersection.

E.3 PROPOSAL QUESTIONS:

Thornton shall not be bound by and the Vendor shall not request or rely on any oral interpretation or clarification of this RFP. Therefore, any questions regarding this RFP are encouraged and shall be submitted in writing by email to the Purchasing Analyst of Record listed within this RFP.

Questions received up to deadline to submit question in the Schedule of Events will be answered in writing per the Schedule of Events. Answers to questions from any Vendor will be provided to all Vendors via a written addendum.

E.4 ADDENDA:

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

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

E.5 SUBMISSION OF PROPOSALS:

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

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

Proposing Vendors who are unable to submit a proposal through BidNet®, may request to submit a physical copy of their proposal for consideration. A proposing Vendor shall email the Purchasing Analyst of Record prior to the question due date listed in the Schedule of Events, for instructions on where and how to submit their physical proposal. All physical proposal submissions shall be submitted and recorded no later than the date and time indicated in the Schedule of Events.

E.6 DOCUMENTS FOR FINAL VENDOR SUBMISSION:

Proposing Vendors are solely responsible to ensure that their submission is complete and responsive prior to a final submission. As a reminder this RFP contains the following documents that will require completion by the proposing Vendor to be considered as initially responsive:

- 1) Section C.2 – Proposal Questions – Answers provided by the proposing Vendor.
- 2) Section D.4 – Proposal Items.
- 3) All additional technical information in support of your proposal.
- 4) Section G.1 – Acceptance and Addenda Acknowledgement Form.
- 5) Section G.2 – Sample Agreement Acknowledgement Form.
- 6) Section G.3 – References and Authorization Release Form.

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

E.7 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 **seventy-five (75)** pages or less.

E.8 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.9 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.10 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.11 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.12 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.13 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.14 POST AWARD PURCHASE ORDER:

A Purchase Order (PO) will be generated by Thornton's Contracts and Purchasing Division as a result of the Award from this solicitation. This Award shall allow Thornton to place orders on an as-needed basis for future years' worth of needs that may arise, based on City Agency actual needs. All future year POs shall be conditional upon annual appropriation approval by Thornton's City Council. Thornton shall not be liable for any future charges from the awarded Vendor should the funding not be appropriated and approved by City Council.

E.15 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 Technology Master Service 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