

INVITATION FOR BID (IFB)

IFB NO. 397-24

INTERCHANGE LANDSCAPE MAINTENANCE

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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	12/02/2024	
Deadline to Submit Additional Questions	12/10/2024	11:00 P.M.
Response to Written Questions	12/12/2024	
Proposal Due Date	12/18/2024	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 various services for the year-round, as-needed, landscape maintenance of Thornton's interchanges.

SECTION B: GENERAL SCOPE OF WORK AND SPECIAL CONSIDERATIONS

B.1 SCOPE OF WORK – GENERAL CONSIDERATIONS:

Thornton has routinely utilized Vendors over the years to provide year-round, as-needed, landscaping maintenance services. These services in the past, and as part of the award from this solicitation may include, but are not limited to:

- Mowing
- Fertilization
- Aeration
- Irrigation system management
- Other as requested like services
- Edging
- Weed control
- Plant material care
- Pesticide spraying

The Vendor awarded from this solicitation would expect to perform these services on an as-needed basis for Thornton. The Vendor shall have the ability to perform these services with their own equipment (or rented at their own expense), labor and benefits, and materials that are deemed necessary for performing the landscape maintenance and irrigation maintenance services as described in this solicitation and the resulting Agreement.

Thornton's agreement with the current Vendor is set to expire after December 31, 2024, which is the reason why Thornton is issuing this document to resolicit those services.

Thornton is seeking proposals from qualified and established Vendors who are able to perform these services, along with any other value-added services the Vendor may be able to provide that all within a similar line of scope of work. The awarded Vendor will enter into a multi-year agreement with Thornton as a result of this solicitation.

All work performed by the awarded Vendor will be in accordance with best practices in the landscaping and irrigation maintenance industries. During and prior to the expiration of the awarded agreement, the Vendor will ensure that all plant material shall be in a healthy and growing condition.

B.2 AWARD LENGTH:

The initial award from this solicitation will be from the date of the final signature of the agreement, until **December 31, 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.3 HOURS OF OPERATIONS:

The awarded Vendor should note that most of Thornton's existing buildings operate under normal business hours. This means that most Thornton personnel will be available from Monday through Friday, excluding City holidays, from 8:00 a.m. to 5:00 p.m. Certain exceptions may be

made by Thornton, depending on the project itself or personnel available for alternate times for the Vendor to enter a building and conduct an installation. The awarded Vendor may operate during hours that are outside of these listed hours of operations, however, Thornton shall not be liable for non-standard hourly rates such as, after-hours or holiday rates that are not otherwise agreed upon in writing by both Parties.

B.4 THORNTON RESPONSIBILITIES:

Thornton shall be responsible for providing the awarded Vendor with Thornton personnel contact information, including names and phone numbers, for each Thornton Project Manager that may be assigned to the oversight of work performed by the Vendor. This contact information will be for the Vendor to coordinate with each superintendent of that Agency for questions regarding worksite service schedules, general concerns or notes, customer service inquiries, etc.

B.5 LOCAL SERVICE CONSIDERATION:

Thornton understands that Vendors are structured differently, and may not have a headquarters that is local to the Denver Metro area. However, the awarded Vendor shall have no less than one (1) local branch or office where personnel are dispatched from that will provide the services listed within this solicitation and the resulting agreement.

Thornton considers this local service consideration to be a branch or office that is located within the Denver, Colorado Metro region. Thornton's definition of Denver Metro region is an area that spans along the I-25 corridor from Ft. Collins, Colorado to Colorado Springs, Colorado.

If a proposing Vendor does not have a local branch or office where personnel will be dispatched from, Thornton may consider the Vendor to be non-responsible to this solicitation.

B.6 F.O.B. POINT:

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

- a) 84th Avenue and I-25 Interchange and Medians to Washington Street.
- b) 136th Avenue and I-25 Interchange and Medians to Washington Street.
- c) 144th Avenue and I-25 Interchange and Medians to Washington Street and North on Washington Street to 160th Avenue.
- d) Grant Street Median and Roundabouts from 144th Avenue South to the Roundabout at approximately 136th Avenue.
- e) Right-of-way ("ROW") median and roundabouts on 144th Avenue from Washington Street to York Street to Colorado Boulevard.

Aerial photographs have been provided under separate cover as an Adobe PDF file titled, "397-24 IFB Appendix No. 1 – Aerial Photographs".

B.7 EQUIPMENT AND USE THEREOF:

Thornton will not provide equipment for the awarded Vendor to use during their services that they provide to Thornton. The awarded Vendor shall be responsible for providing the equipment to perform all services to Thornton, whether that equipment be owned by the Vendor, or leased or rented.

All Vendor employees shall operate equipment in accordance with the manufacturer's specifications, including safety operations. The Vendor shall adhere to and be in compliance of all local, state, and federal laws, including those specifically on gas powered equipment. This includes the use of personal protective equipment ("PPE") such as vests, shoes, eyewear, masks, gloves, etc.

B.8 LICENSES AND PERMITTING:

The awarded Vendor shall possess and maintain all necessary business, professional, and local, state, and federal licensing that may be required by their profession. This includes, but is not limited to a State of Colorado license with certification for Turf Pest and Weed Control.

Proposing Vendors are to include in their final submittal paperwork, a copy of their State of Colorado license with certification for Turf Pest and Weed Control for Thornton to view and verify such paperwork.

B.9 LOST AND FOUND ITEMS:

The Vendor shall ensure that all articles of value found by their employees while performing their duties, shall be turned over to the Thornton Project Manager ("PM").

B.10 MAINTENANCE LOG:

The Vendor shall maintain a maintenance log of all activities for each worksite at all times during the life of the resulting agreement. On the first business day of each month and with each monthly invoice submitted by the Vendor, the Vendor shall provide a monthly report to the Thornton PM, which consists of:

- The maintenance log and progress made at each worksite;
- The date of each maintenance activity that was performed;
- The location ("worksite") in which work was performed;
- A description of what work was performed on each date; including but not limited to;
 - Herbicide and pesticide spray logs;
 - The types and rates in which fertilizer has been applied;

- Dates in which irrigation systems were brought into service or winterized;
- Repairs of irrigation systems including labor and parts used; and
- Completed mowings;
- The name of the employee who performed the work, or the name of the supervisor of the crew that performed the work.

Prior to the start of each Spring, the Vendor and Thornton's PM shall finalize the exact details of the items in which the Vendor shall report on for the upcoming year and adopt any changes/additional items that the Thornton PM may need the Vendor to report on.

This report must be in an electronic format that is readable to Thornton (e.g., Microsoft Office or Adobe PDF), and the monthly report shall become property of Thornton upon each month's submission. Should the Vendor fail to provide the monthly report, Thornton may elect to withhold payment of the Vendor's invoice until the report has been submitted for review and approval by the Thornton PM.

B.11 SCOPE OF WORK – IRRIGATION:

a) General Scope:

Irrigation services shall be performed by the Vendor using existing, Thornton owned, automatic irrigation systems. The Vendor will be responsible for performing all seasonal start up and shutdown operations to the irrigation systems, including installation and the testing/repair of backflows in the Spring. The Vendor will document all testing and repairs performed during this time each calendar year, with documentation to be provided to the Thornton PM no later than July 1st of each calendar year.

During the Fall, the Vendor will remove and store all backflows for the winterization of the system. Should the Vendor fail to remove said backflows prior to Winter, the Vendor will then be responsible for the complete cost of replacing equipment that is stolen or damaged due to not having been stored.

b) Operation Times:

The Vendor shall provide a base irrigation program to Thornton for approval based on the type of plant material and environment site conditions, prior to work commencing. Thornton will provide training on web-based irrigation controllers that are used by Thornton in field unit controllers, should the awarded Vendor not be currently trained on the operations of such controllers.

c) Water Application Rates:

The Vendor will monitor the soil moisture and ET rates irrigating at a rate that is no more than eighty-five percent (85%) of ET unless otherwise stated in writing by the Thornton PM to

deviate from this value for special circumstances and make the necessary adjustments to the irrigation program as needed to prevent wasting water.

When utilizing soil moisture sensors, the program parameters shall be set to maintain adequate soil moisture for plant health and avoid over watering. Water application rates that appear too high or too low must be reported to the Thornton PM at the time of their occurrence or the Vendor will be held responsible for any plant damage and replacement. Irrigation systems are to water between the hours of 10:00 p.m. and 6:00 a.m. Irrigation programs that need to water during the day must be approved by the Thornton PM. No water will be allowed to run during rain events.

d) Irrigated Contracted Areas:

The Vendor shall be responsible to ensure that adequate moisture is being supplied to all plant material year-round. The use of ET data will be required to ensure irrigation is no greater than eighty-five percent (85%) of ET and the use of soil moisture sensors is required where applicable (Baseline Systems).

The Vendor shall inform the Thornton PM, in writing, of any concerns before the plant material shows damage caused by improper watering. Any loss to plant material caused by improper watering shall be replaced at the Vendor's expense. Planting areas in irrigated areas shall be monitored weekly for soil moisture levels. The Vendor is responsible for soil moisture levels year-round, including Winter watering that may be required by the Vendor if determined by soil moisture levels and as requested by the Thornton PM, **without exception**. The Vendor shall either charge up and re-winterize the irrigation system or provide an alternate method, such as a water truck, to insure that all plant material is supplied with adequate moisture.

e) Operation of Automatic Irrigation Controllers:

Where the operation of automatic irrigation controllers is required as part of the resulting agreement, the Vendor shall protect the security of Thornton property by keeping the controller cabinet doors and backflow cages locked at all times. If found unsecured and damage has been observed by the Thornton PM, the Vendor shall be liable for all repair and replacement costs for missing or damaged Thornton property.

Thornton currently uses both RainMaster and Baseline irrigation controllers. RainMaster is equipped with a remote connection for a Pro-Max receiver/transmitter. The Vendor may use the connections with their compatible equipment. Baseline utilizes a mobile application for remote control. The Vendor may be given access only to the controllers they are operating, with the proper credentials. Any changes to personnel access must be submitted and approved by the city. No modifications or changes may be made to the controllers without prior written approval of the Thornton PM.

f) Routine Irrigation System Maintenance:

The Vendor will be required to perform routine maintenance and inspections on the irrigation system components on a weekly basis. Routine maintenance tasks shall include at least the following items:

- i) Unplugging components, i.e., valves, heads, piping, etc., rendered non-functional due to rock, rust, debris, etc.
- ii) Making all routine adjustments to heads including raising, straightening and pattern. Plant material interfering with coverage will be trimmed. Removal of tree limbs will require authorization from the City Forester.
 - (1) The Vendor shall maintain all irrigation systems in a manner that ensure proper coverage and full working capabilities.
- iii) Checking controller programming, time clock setting, and reprogram as required by the computer program schedule.
- iv) Review each station thoroughly and perform any necessary repairs or routine maintenance operations. Report repairs to the Project Manager on a weekly basis.
- v) Repairing all broken risers and nipples including damaged nipples and risers, regardless of the cause of failures. All replacement equipment or parts shall be of the same make, model, nozzle size, and also new (non-previously used), or as otherwise specified by Thornton's PM.
 - (1) Repairs due to damage caused in no fault of the Vendor will be reimbursed at rates included in the Vendor's standard rate sheet that will be submitted by the Vendor as part of this proposal.
 - (2) Repairs due to damage caused by the Vendor will be repaired to Thornton's satisfaction at no additional cost to Thornton.

g) Irrigation System Repair:

Irrigation system repair shall consist of those operations not covered in routine irrigation system maintenance. When the Vendor discovers a need for repair, they shall affect repairs immediately. On repairs that will be over one hundred dollars (\$100.00), the Service Provider shall notify the Project Manager before effecting repairs. At Thornton's option, Thornton may elect to repair irrigation problems instead of requiring the Vendor to do so.

The Vendor shall make an itemized report on the monthly billing listing staff hours spent, parts used, location and reason for each repair. When the Vendor performs the repair work, it shall be charged Thornton at the Vendor's proposed hourly labor rate, plus parts at wholesale cost at a \$0.00 markup or passthrough costs. Thornton shall inspect all repair work after its completion but before it is buried. An inspection by Thornton personnel will be required on all repairs before payment is made.

B.12 SCOPE OF WORK – MOWING, EDGING, AND TRIMMING:a) Turf Grass Mowing:

All lawn areas included in this solicitation and the resulting agreement shall be mowed with either power reel-type or rotary mowers. The mower blades or reels shall be sharpened and maintained so as to provide a smooth, even cut without tearing. The cutting adjustment will provide a uniform, level cut without ridges or depressions. For Thornton's property, the mowing height shall be set at three and one-half inches (3 ½").

Any damage to turf, trees, shrubs, sprinkler system components, benches, picnic tables, pavilions, irrigation enclosures, light poles, buildings or other objects during mowing or trimming operations shall be repaired at the Vendor's expense. Any irreparable damage to the trees, resulting in the loss of value of the trees, will be charged to the Vendor. The damage amount will be calculated by the City Forester under the guidelines set forth by the Council of Tree and Landscape Appraisers.

b) Mowing Frequency:

Mowing shall be performed so that no more than one-third (1/3) of the grass blade is removed during each mowing in returning the grass to the accepted height or one (1) time each week, whichever is most often. That is to say mowing could be required in excess of once a week during fast growth periods.

c) Native Grass Mowing Special Conditions:

All native grass areas considered buffers along walks or behind citizen homes will be mowed on a twenty-one (21) calendar day mowing cycle at a height of five inches (5") and at a six-foot (6') width behind homes and a two – five foot (2-5') width along sidewalks, depending on terrain. Five foot (5') is preferred. Curbs and fence lines will be string trimmed. Fence lines can be sprayed with non-selective herbicide no more than twelve inches (12") from the fence. The rest of the native turf area will be mowed one (1) time per year at five-inch (5") height after September 15th each year. The Vendor will be responsible for plant and fence damages on private property caused by mowing or herbicide application. Sidewalks will be edged each cycle.

d) Turf Grass Edging:

All turf shall be edged adjacent to all improved surfaces so that the foliage is maintained within the turf area. Any overgrowth into improved surfaces such as curbs, gutter areas, or sidewalks shall be removed once every two (2) weeks. Gutters and fence lines may be neatly sprayed by the Vendor to a maximum of a six-inch (6") width with Ranger Pro herbicide or Thornton approved equivalent. The Vendor shall carry all necessary and required Safety Data Sheets ("SDS") that coincide with all chemicals utilized by the Vendor at Thornton worksites, within their vehicles at all times.

e) Turf Grass Trimming:

After each mowing, the grass around all obstructions (such as vacuum breakers, curbs, etc.) shall be trimmed to match the height of the open turf areas. Trimming shall be accomplished around irrigation system sprinkler heads as necessary to permit maximum water coverage by the system. The Vendor is encouraged to spray a non-selective herbicide around all trees at a three-foot (3') radius from the center of the trunk to avoid mower damage of the tree trunks during string trimming operations. If the Vendor chooses to trim around trees instead, he will be held accountable for tree trunk damage as evaluated by the City Forester. Thornton will be reimbursed the value of the tree, or the tree will be replaced by the Vendor at their cost.

B.13 SCOPE OF WORK – WEED CONTROL AND FERTILIZATION:a) Weed Control in Turf Areas:

All landscaped areas within the specified maintenance areas shall be kept relatively weed free. All overgrown, highly visible weeds shall be removed. Weeding may be done manually or by the use of a selective herbicide or pre-emergent. The Vendor shall exercise extreme care in the use of selective weed killers so as not to damage desirable plants, including the observation of all chemical temperature thresholds. The Vendor shall replace any desirable plants or trees damaged beyond recovery as a result of their spraying at the sole cost of the Vendor.

Two (2) application of a three-way herbicide shall be applied to all turf areas in the Spring (no later than June 1st) and the Fall (no later than September 15th), unless otherwise directed by the Thornton PM. Additional herbicide applications will be applied if necessary and shall be billed as an additional service. Any weed control in native turf areas shall be at Thornton's option and shall be billed as an additional service .

b) Mulching Weed Control in Shrub Beds:

Weed growth in shrubs and shrub bed areas shall be controlled on an as-needed basis year-round. The mulch in these areas will be kept at a depth of three to four inches (3" - 4") minimum that discourages growth of any plant material deemed undesirable. Mulching of shrub beds will take place annually in the Spring and Fall on as-needed basis, and with prior written approval by the Thornton PM. Thornton shall have the option to provide the mulch for Vendor application.

Weeds and grass may be removed by methods of the Vendor's choosing; however, the Vendor shall be responsible for damage to plant material caused by such methods, including overspray of herbicides.

c) Weed Control in Medians:

The Vendor shall remove all weeds in the medians and adjacent concrete areas each week year-round. This includes plant bed areas and all concrete areas. The Vendor shall also remove all undesirable trees, grasses, and shrub plants from the planting beds.

d) Weed Control Along Fence Lines:

The Vendor shall keep the area between the fence and both sides of the sidewalk and curbs free of weeds and other vegetation at all times. The Vendor shall be responsible for any damage to adjacent property as a result of spraying the fence line with herbicides.

e) Weed Control Spraying Schedule:

Prior to an annual chemical spraying, the Vendor shall submit a schedule of spraying with the type and application rate. Spraying must be approved by the Thornton PM prior to the application of any weed control substance.

f) Fertilization of Irrigated Turf Schedule:

The Vendor shall fertilize Thornton's listed property twice per year. The first application shall be completed in May, and the second application in September. Fertilizer shall be 25-5-10, 3% iron, 80% to 85% U-Flexx, or equivalent, applied at the rate of one (1) pound of nitrogen per one thousand (1,000) square feet. To avoid staining, all fertilizer must be swept from concrete surfaces before watering.

B.14 SCOPE OF WORK – PLANT CARE:

At the beginning of June, it shall be the Vendor's responsibility to set a time to survey all plant material, including medians, with the Thornton representative, to determine the health and viability of the plant material. Any plants deemed to be unhealthy or over fifty percent (50%) dead shall be tagged for removal. Any areas where Thornton determines significant plant material has been removed shall be replaced by the Vendor, with the Vendor being reimbursed accordingly at the actual cost of the plant.

On an as-needed, or at minimum, annual basis, the Vendor shall monitor the health of all plant materials and make necessary recommendations to Thornton with respect to management needs and concerns, including the pruning of vegetation. The Vendor shall be responsible for pruning all trees and shrubs on the property, with the exception of plant material over fifteen feet (15') in height. Plant material over fifteen feet (15') in height will be handled by Thornton. Tree and shrub pruning shall include sidewalk and street clearance, traffic sight lines, interference with irrigation, removal of broken branches, and removal of sucker and water sprout growth.

All deciduous trees will have an established and maintained three-foot (3') radius tree ring. These operations will be performed by the Vendor on a monthly basis except during April-May.

Additionally, a more extensive shrub trimming to include an overall pruning of all shrubs will occur in the spring after the plants have leafed out. The Vendor shall maintain a three-foot (3') diameter ring around the base of all trees that shall be kept free of weeds, grass, and debris. The Vendor **shall not** prune or clip shrubs into balled or boxed forms unless specifically called for by design.

All perennial plants shall be maintained by the Vendor to insure the plant's health, vigor, and aesthetic appearance according to accepted horticultural practices. Removal of spent flowers will be performed by the Vendor in July and September. Any loss to plant material caused by improper watering during the year-round process, shall be replaced at the Vendor's expense.

At the end of the growing season, the Vendor will meet with the Thornton PM to identify trees that need tree wrap over the Winter. The Vendor will install tree wrap within ten (10) calendar days of the meeting, and shall remove the tree wrap the following Spring.

B.15 SCOPE OF WORK – AERATION:

All turf areas shall be aerated with a core aerator two (2) times per year in the spring (mid-April, mid-May) and fall (mid-August through September). Aeration shall be done so plugs are pulled from a depth of two inches (2"). No aeration shall be done on non-irrigated turf areas.

B.16 SCOPE OF WORK – LITTER, TRASH, AND CLEAN-UP:

a) General:

All areas, drainages and grates covered under the resulting agreement shall be kept free of trash, debris, tree limbs, branches, leaves, and other foreign matter. Trash removal shall be done year-round by the Vendor on a weekly basis. Provision of bins or roll-off dumpsters shall be the sole responsibility of the Vendor to obtain and provide for their staff. Thornton shall not be liable for additional costs associated with bin rental or dump/tipping fees.

b) Pre-Mowing Clean-up:

The Vendor shall remove all paper, tree branches and limbs, and debris from each lawn area prior to mowing. Mowing over paper and debris is considered an unsafe and unacceptable practice.

c) Turf Grass Clippings Clean-up and Removal:

Any visible grass clippings left on sidewalks, streets, curbs, or turn areas shall be cleaned up and removed after each mowing. All excessive grass clippings shall be removed and disposed of by the Vendor. Absolutely no debris, trash, clippings or other materials are to be dumped on the vacant properties adjacent to the worksite.

d) SHARPS Containers and Needle Disposal:

The Vendor shall collect and dispose of any needles and injectable syringes found during a service performed, in a proper manner, preferably in a Vendor provided SHARPS container.

B.17 ENVIRONMENTAL FACTORS:

The Vendor shall be performing work in an environment that contains various underground and overhead utilities. If during service to Thornton the Vendor requires a utility to be located, the Vendor shall take the proper precautions by contacting the utility provider for the provider to make available the verification of a utility being present in the work location, including the depths of the utility. The Vendor shall take precautions for protecting the utilities and services found in the worksite areas.

The Vendor will also be working in an environment that may incur the need to control dust or air particulates, or soil erosion. The Vendor will dampen all services, as necessary, that would otherwise result in soil erosion, or endanger the health of their personnel or other nearby persons (i.e., citizens) and in compliance with pollution control regulations set by local, state, and federal guidelines.

B.18 WORKMANSHIP EXPECTATIONS:

The awarded Vendor shall provide all necessary staff to perform the services as listed within this solicitation and the resulting agreement. Staffing will include all sufficient supervisory staff and personnel capable of performing the work as described herein.

The awarded Vendor from this solicitation, and their personnel, shall perform all work in a professional manner. This includes operating in a proper and efficient manner at all times, with the least amount of disruptions to the general public. If an employee is observed and/or deemed as careless, incompetent, or otherwise objectionable (e.g., disrespectful to citizens, elimination of bodily waste in other than approved sanitation facilities, littering, etc.), at Thornton's sole discretion, Thornton may request the Vendor to remove the employee from working at a Thornton worksite. All sanitation facilities shall be provided at the sole cost of the Vendor, and Thornton will not be obligated to provide sanitation facilities (e.g., port-a-potty) for the Vendor's personnel to use.

The awarded Vendor shall also maintain 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.

Periodically, the Thornton PM or assigned personnel may perform a walkthrough with the Vendor to ensure that the maintenance and landscaping operations are clean and are being completed to the standards and satisfaction of Thornton. Should the Thornton PM find work performed by the Vendor to be substandard or deficient, the Vendor shall immediately remedy the deficiency to the satisfaction of Thornton, at no additional cost to Thornton.

B.19 ACCOUNT MANAGER:

Thornton's expectation is to have a dedicated person from the awarded Vendor's operations that will be Thornton's central point of contact, which Thornton considers as the Account Manager. The Vendor's Account Manager will work with Thornton on items that may include, but are not limited to:

- Ensuring work is completed properly
- Reviews of potential new worksites
- Annual purchase order issuance
- Questions between Thornton and the Vendor on work performed or to be performed
- Billing concerns or issues
- Contractual issues
- Emergency calls

During the life of the resulting agreement, the Vendor will provide an Account Manager, with the Account Manager's contact information (name, phone, and email address).

B.20 VENDOR RESPONSIBILITIES FOR SAFETY, BACKGROUND CHECKS, AND UNIFORMS:

The Vendor shall perform all work in a safe manner that adheres to all local, state and federal guidelines, including but not limited to roadways, sidewalks, and other vehicle and pedestrian traffic. The Vendor shall adhere to standards listed within the Manual On Uniform Traffic Control Devices, Work Zone Traffic Control, US DOT, FHA, Revision 4 – January 1995 or most recent version. This also includes maintaining a worksite free of all workplace hazards or hazardous conditions. Should a worksite become hazardous, the Vendor shall notify the Thornton PM immediately in writing.

When work is being performed by the Vendor at a Thornton worksite, the Vendor shall be fully uniformed and wear company clothing, badges, and a highly visible ("high-vis") safety vests, which will allow for quick and easy identification of the Vendor's employee that is present at the worksite.

B.21 FELONY DISQUALIFICATION:

As part of the resulting agreement from this solicitation, the awarded Vendor(s) will be asked to perform background checks on all of its employees, and such checks shall be run through the Colorado Bureau of Investigation ("CBI") with regular background checks.

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 DAMAGE TO A WORKSITE:

If Thornton finds the awarded Vendor to be responsible for damage to equipment or property, whether it be due to negligence, miss-operation, 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 worksite, unless otherwise absolved of the wrongdoing, in writing, by Thornton. This includes, but is not limited to:

- Turf, tree, or plants damaged or killed due to the Vendor's operations, negligence, or improper application of chemicals;
 - This includes trees that have been girdled by line trimmers and mowers;
- Damage to existing paving or sidewalks;
- Damage to streetlights, signage, utility poles, traffic signal control boxes, curb boxes, valves, and other services;
- Damage to sprinklers or other irrigation system materials;
- Water damage, either natural or man-made, that is result of the Vendor's negligence;
- Chemical or mechanical damage cause by the Vendor's operations; and/or
- Damage and/or theft of landscaping and irrigation installations cause by the Vendor's negligence.

All repairs must conform to codes and Parks Division specifications of Thornton. Repairs shall be made on the day of damage or alteration, unless otherwise directed by Thornton.

Existing structures or facilities, including irrigation systems, which are damaged or altered in any way, including acts of God, vandalism, vehicular damage, theft, or mysterious damages that do not result from work performed by the Vendor and their personnel, shall be repaired or replaced by the Vendor based on the proposed hourly labor rate and materials costs, except for routine sprinkler maintenance which states "repairing all broken risers and nipples". The Vendor shall notify the appropriate Thornton PM in writing (e.g., email or text messaging) within twenty-four (24) hours of any damages caused by the above.

B.23 SUBCONTRACTING OF SERVICES:

Thornton does realize that proposing Vendors may have different solutions available to them to fill Thornton's needs. Vendors who only provide a proposal solution but subcontract the actual services, will be allowed to propose their solution. Thornton's preference is for the proposing Vendor to be the company that does the actual service; however, Thornton will still consider all proposals from Vendors who do have a Prime and Subcontractor style of a proposal.

Should a Vendor's proposed solution include a Subcontractor who performs the services, the proposing Vendor will need to identify to Thornton in their proposal who this Subcontractor is, and that proposing Vendor will serve as the "Prime" Vendor. The Prime Vendor shall be responsible for any issues with the service itself, and for any workmanship issues with the services, including but not limited to, any remedies to poor workmanship, failed performances,

general billing and billing issues, payment to the Subcontractor, insurance coverage, etc. Thornton will not enter into two separate agreements, one with the Prime and one with the Subcontractor.

B.24 ESTIMATED QUANTITIES:

Thornton does not guarantee any quantity of the dollar amounts listed herein to be ordered during the coming years, as the resulting agreement will be done as an as-needed, upon request agreement. However, for information only, consumption during the past five (5) years has amounted to approximately the following amounts:

Year	Purchase Order Amounts
2020	\$75,000.00
2021	\$85,000.00
2022	\$85,000.00
2023	\$118,000.00
2024 (YTD)	\$95,000.00

B.25 FUTURE WORK LOCATIONS AND CONSIDERATIONS:

As Thornton continues to grow, there may be additional needs outside of these initial current locations in which Thornton needs an awarded Vendor’s assistance, however, those shall be taken into consideration on a case-by-case basis.

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 new worksites in which funding has been appropriated, the general process for the awarded Vendor and Thornton to follow should be:

- 1) An initial needs assessment with the Vendor and the Thornton PM that is assigned to the worksite.
- 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 Thornton PM for review.
 - a) Each Scope of Work shall contain at a minimum:
 - i) Detailed descriptions of what will be provided by the Vendor for that worksite’s service.
 - ii) Frequency and schedule for when services will take place;
 - iii) Confirmation of the agreement’s pricing structure having been utilized;
 - iv) Any additional special considerations regarding the job environment.

(1) Note, it is at this stage that the Thornton PM and the Vendor may have revisions of the Scope of Work in order to reach a final satisfaction of Thornton’s needs.

Once the Thornton PM finds the quote satisfactory, the Thornton 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.

Upon review and approval from Contracts and Purchasing Division, the Purchasing Analyst will then create a Change Order Form to memorialize the added worksite, which will be signed off on by both Parties, Vendor and Thornton. Once the Change Order has been fully signed, a Purchase Order based upon the finalized Scope of Work and pricing, will be issued from the requisition, which the Purchasing Analyst will then disseminate the Purchase Order to the Vendor and the Thornton Agency superintendent of that worksite.

B.26 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 must 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
- Vendor Agreement number (provided upon acceptance of award)
- Blanket PO number (will be provided annually to awarded Vendor)
- Delivery 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.

B.27 EMERGENCY SERVICES:

Emergency service is to be provided by Vendor at no additional cost. The Account Manager's name, title, phone number, and email of the individual(s) to contact for emergency service shall be furnished to Thornton prior to a final award. This service requires a live telephone answering service with the capability of immediately contacting operating personnel at all times. Recorded telephone answering service is not acceptable.

Thornton reserves the right to purchase services from other sources on an emergency basis from another Vendor if the awarded Vendor cannot perform the work in a timely manner that is necessary to Thornton.

B.28 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.

The remainder of this page has been left blank intentionally.

SECTION C: PRICING AND PROPOSAL ITEMS

C.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 IFB, 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.

C.2 PRICING:

All prices quoted shall be firm and fixed for the initial award period, which is through December 31, 2025.

C.3 ANNUAL PRICE UPDATES:

The awarded Vendor must hold the Bid prices quoted firm until **December 31, 2025**, after which time the 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.

C.4 REIMBURSEABLE EXPENSES:

Reimbursable expenses for travel, mileage, photocopying, and printing will not be applicable. All proposed Vendor rates shall be inclusive of standard office equipment, labor, outdoor equipment and supplies (rented or Vendor owned), chemicals (e.g., herbicides, pesticides, fertilizers, etc.), personal protective equipment (“PPE”), dump/tipping fees for refuse disposal, mileage, travel, insurance coverage for the firm’s business, insurance coverage for the firm’s employees, payroll and benefits paid to the firm’s employees, insurance, etc., incurred by the awarded Vendor during their service to Thornton. It is the proposing Vendor’s responsibility to list all applicable employee costs for this project and any future projects. All items not itemized and listed by the proposing Vendor that are instrumental in completing any Thornton project, shall be at the cost to the Vendor and supplied to Thornton at no additional cost.

C.5 PROPOSAL ITEMS:

The pricing form for this IFB will be in a Microsoft Excel free-type format, for the Vendor to complete the form. The form is under separate cover and is entitled “397-24 IFB Appendix No. 2 Pricing Form”.

Vendor proposal pricing will include:

- Yearly service fees for each location as a not-to-exceed price;
- Hourly labor rates for Vendor personnel; and
- Rate sheet for irrigation equipment and supplies
 - For the rate sheet **only**, the Vendor may substitute this field with a PDF of their equipment and supplies cost on the Vendor’s letterhead.

Any prices not stated by the Vendor within this pricing form shall be considered by Thornton to be inclusive of the pricing that has been provided by the Vendor, with the only exception being that of future services that have not been created or available for offer by the Vendor. Proposing Vendors shall not state pricing outside of this form.

The remainder of this page has been left blank intentionally.

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

This Invitation for Bid (IFB) 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.

D.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 proposal. Therefore, any questions regarding this proposal are encouraged and must be submitted in writing by email to the Purchasing Analyst of Record listed within this solicitation.

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.

D.3 ADDENDA:

In the event it becomes necessary to revise, change, modify or cancel this Proposal or to provide additional information, addenda will be issued and made available on BidNet Direct and on Thornton's website. 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.

D.4 SUBMISSION OF PROPOSALS:

Submission of proposals for this solicitation 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.

D.5 DOCUMENTS FOR FINAL VENDOR SUBMISSION:

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

- 1) Section C.5 – Proposal Items.
- 2) All additional technical information in support of your proposal.
- 3) A current copy of your company's W-9.
- 4) Section F.1 – Acceptance of Conditions and Addenda Acknowledgement Form.
 - a. Include a current copy of your Thornton Business License if you are claiming the Local Vendor Consideration.
- 5) Section F.2 – Sample Agreement Acknowledgement Form
- 6) Section F.3 – References and Authorization Release Form

It is not necessary for a proposing Vendor to submit this entire IFB 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.

D.6 LATE PROPOSAL SUBMISSIONS:

Proposing Vendors are expected to allow adequate time to upload a complete submission for consideration through the 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 are 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.

D.7 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.

D.8 ACCEPTANCE PERIOD:

Submissions in response to this proposal shall remain valid until an award has been made to a proposing Vendor, including a final and executed agreement.

D.9 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. 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.

D.10 STANDARD PROPOSAL CONSIDERATIONS:

Thornton maintains a standard set of proposal considerations and terms and conditions for proposals that are non-federally funded and are not through a cooperative awarded process. These considerations are static between each proposal process. It is the sole responsibility of the proposing Vendor to have read all proposal considerations. A copy of these standard proposal considerations and terms and conditions have been uploaded with this proposal document as a separate cover and are titled "397-24 IFB Appendix No. 3 Standard Proposal Considerations".

The remainder of this page has been left blank intentionally.

SECTION E: SAMPLE AGREEMENT**E.1 SAMPLE AGREEMENT:**

A sample General Services Agreement has been provided under separate cover as part of this solicitation, and is titled as “397-24 IFB Appendix No. 4 Sample Agreement”. 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 F: REQUIRED VENDOR SIGNATURE FORMS**F.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: _____

F.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: _____

REFERENCE FORM

Vendors shall complete at least three (3) references in relation to the products/services proposed in this solicitation. Vendors may add more than three (3) references if desired, but are not required to do so.

1. Company Name: _____
Street Address: _____
City, State, Zip Code: _____
Contact Person: _____
Office Phone Number: _____
Email Address: _____

2. Company Name: _____
Street Address: _____
City, State, Zip Code: _____
Contact Person: _____
Office Phone Number: _____
Email Address: _____

3. Company Name: _____
Street Address: _____
City, State, Zip Code: _____
Contact Person: _____
Office Phone Number: _____
Email Address: _____

SECTION G: AUTHORIZATION FOR SOLICITATION POSTING**G.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