

**Request for Quotation (RFQ)**  
**RFQ No. 210-25**  
**Armored Car Courier Services**

**SCHEDULE OF EVENTS**

• RFQ Issued	7/24/25		
• Deadline to Submit Additional Questions	08/01/25	5:00 P.M.	Local Time
• Response to Written Questions	08/07/25	5:00 P.M.	Local Time
• RFQ Due Date	08/15/25	5:00 P.M.	Local Time

**General Information:**

The City of Thornton (Thornton) is requesting Quotations for Procurement of armored car courier services for pick up, transportation, and delivery of currency, coins, checks and deposits.

Quotations submitted must equal or exceed the specifications or Scope of Work contained herein. Any deviation from this specification MUST be noted in detail, and submitted in writing with this Quotation.

**Buyer Contact Information:**

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

**Buyer: Denise Serna, Purchasing Analyst**  
**Email: [Denise.serna@ThorntonCO.gov](mailto:Denise.serna@ThorntonCO.gov)**

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

**Current State:**

The City of Thornton currently has in place armored car courier services for city facilities for currency and document pickups, drop-offs, and deposits continuing through this year. Thornton’s agreement with our current vendor expires December 31, 2025.

Thornton’s pickups are currently scheduled for seven (7) of Thornton’s facilities on a weekly basis. All facilities are within the City of Thornton’s city limits. Thornton’s city facilities listed are located within a 10-mile radius.

Pickups range from one to three (1-3) times per week, designated by each facility's need. Seasonal pickups are also scheduled for summer months (May through August).

The awarded Vendor will enter into a General Service Agreement with Thornton for the duration of the award. A sample General Service Agreement is included for reference.

### **Scope of Work:**

1. Vendor's employees will pick up deposits inside Thornton's facilities to take possession of all currency pick ups and drop offs all deliveries. Pick up locations and deposits are listed in the RFP Quote Form.
2. Vendor shall pick-up deposits at designated Thornton facilities and deliver them to Thornton's bank, in accordance with the schedule as defined in the Quotation Form. Additionally, Vendor shall pick up documents at these designated sites and deliver documents to Thornton City Hall. Vendor shall provide all necessary labor, vehicles, materials, tools, equipment, uniformed couriers, company name badge, and any other necessary items to perform armored car courier services for Thornton.
3. Pick up at each location shall be no earlier than **10:00 a.m. on designated days**. Deposits shall be delivered to Thornton's designated bank **no later than 3:30 p.m. on the next banking day**. Thornton's current designated bank is located at 1740 Broadway, Denver, CO 80274. Thornton reserves the right to change the designated bank drop-off location during the term of this Project with no penalty to Thornton, and with modifications to rates and schedules subject to mutual agreement of the Parties.
4. Deposits from the designated site locations, included in the Quote Form shall be delivered directly to Thornton's designated bank.
5. Vendor shall pick up documents from the specified locations: Thorncreek Golf Course, Thornton Community Center, Margaret W. Carpenter Recreation Center, Thornton Justice Center, and Thornton Active Adult Center, Trail Winds Recreation Center and deliver documents to Thornton City Hall. All pick-ups and deliveries shall be made inside Thornton's facilities at the designated locations.
6. Unless otherwise directed, Vendor shall not schedule pick-ups on holidays observed by Thornton. Those holidays include the following:
  - New Year's Day
  - Martin Luther King Day
  - President's Day
  - Memorial Day
  - Juneteenth
  - Independence Day
  - Labor Day
  - Veteran's Day

- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

*Note: additional Thornton observed holidays or closures may be added or deleted at Thornton's sole option.*

7. Thornton may terminate pick-up sites or add additional pick-up sites at any time during the term of the agreement. Changes to facilities shall not be subject to penalties.
8. Any charges for freight, delivery, fuel charges, minimum order fees, small order fees must be included in Quotation Form.
9. All armed couriers shall be in compliance with federal, local or state laws.
10. All services shall be performed during normal business hours, Monday through Friday, 8 a.m. to 5:00 p.m. Weekend pick ups are not required.
11. Vendor shall provide deposit reports to Thornton.

### **Personnel:**

1. All key professional personnel in Exhibit A Vendor's Personnel Listing and Subcontracted Personnel will be assigned by Vendor or subcontractor to perform Work. The vendor shall submit to Thornton a list of any additional key professional personnel who will perform Work under this Project within thirty (30) Calendar Days after the Purchase Order has been executed. Such additional personnel must be recommended for approval, in writing by Thornton, before they are permanently assigned to any facility. It is the intent of the Parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this scope of work. Vendor's employees and the subcontractor's key professional personnel shall be retained for the term of the agreement or to the extent practicable and to the extent that such services maximize the quality of Work performed hereunder. The awarded Vendor shall provide a list of drivers and specified drivers for each site.
2. If Vendor decides to replace any of its key professional personnel, it shall notify Thornton in writing of the changes it desires to make. Replacements shall not be made until the replacement is approved in writing by Thornton, which approval will not be unreasonably withheld. Thornton will respond to Vendor's written notice regarding the replacement of key professional personnel within fifteen (15) Calendar Days after Thornton receives the list of key professional personnel which Vendor desires to replace. If Thornton does not respond within that time, the listed personnel will be deemed to be approved.
3. Vendor's personnel shall conduct themselves professionally at all times. If, during the term of the Agreement, the Manager or his designee determines that the performance of

approved key professional personnel is not acceptable, The Vendor will be notified. The vendor's Manager or designee shall immediately correct such performance. Thereafter, the Manager or designee may require Vendor to reassign such key professional personnel. If the Manager or his designee notifies Vendor that its key professional personnel must be reassigned, Vendor shall use its best efforts to obtain adequate substitute personnel within ten (10) Calendar Days from the date of the notice.

4. While Vendor may retain and contract with subcontractor, no final agreement with any such subcontractor shall be entered into without the prior written consent of the Manager or his designee. Requests for such approval must be made in writing and include a description of the nature and extent of the services to be provided by the subcontractor, the name, address, the professional experience and qualifications of the subcontractor and any other information which may be requested. Approval of the subcontractor shall not relieve Vendor of any obligations under the Agreement. Any final agreement with the approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make a claim of payment against Thornton arising out of the performance of the Agreement. Subcontractors listed in The Vendor's Proposal will be deemed acceptable unless Thornton provides a Notification of Rejection.
5. Since Vendor's represented professional qualifications are a consideration to Thornton in entering into the Agreement, the Manager or his designee will have the right to reject any proposed subcontractor deemed unqualified or unsuitable for any reason to perform the proposed services, and the Manager or his designee will have the right to limit the number of subcontractors.
6. Vendor shall not retain any subcontractor to perform Work under this Project if Vendor is aware, after a reasonable written inquiry has been made, that it is connected with the sale or promotion of equipment or material which is or may be used on the Project Work or any other conflict of interest exists, but in unusual circumstances Thornton may permit a waiver in writing provided that Vendor has fully disclosed any conflict of interest of its subcontractors.
7. Vendor will be required to carry and provide proof of insurance including, but not limited to, General Liability, Worker's Compensation, and Automobile insurance and Bond insurance.

### **Insurance Requirements:**

Upon award of the Procurement, the Bidder agrees to procure and maintain in force during the term of this Procurement, at its own cost, the following coverages:

1. Workers' Compensation Insurance as required by the Labor Code of the State of Colorado and Employers' Liability Insurance. Evidence of qualified self-insured status may be substituted.
2. Commercial General Liability Insurance with minimum combined single limits of Two Million

Dollars (\$2,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate.

3. Fidelity Bond Insurance with a minimum combined single limits of Two Million Dollars (\$2,000,000) for any one (1) occurrence. Note: The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement on or by January 1, 2026.

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of the Agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

4. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) for any one (1) occurrence, with respect to each of the Bidder's owned, hired, or non-owned vehicles assigned to or used in performance of the services. In the event that the Bidder's insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of the Bidder who utilizes an automobile in providing Work to Thornton under the Agreement.

Bidder shall procure and maintain the minimum insurance coverages listed herein, and shall cause any subcontractor of the Bidder to procure and maintain appropriate levels of insurance coverage. Such coverages shall be procured and maintained with forms and insurers acceptable to Thornton. All coverages shall be continuously maintained to cover the Bidder during the entire time service is provided to Thornton. The Bidder's policy shall name the City of Thornton, its officers, agents, and employees as an additional insured with primary coverage as respects to the Commercial General Liability Coverage above. The General Liability coverage shall not exclude faulty workmanship as a covered occurrence. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Upon award, a Certificate of Insurance shall be completed by the Bidder's insurance agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by Thornton prior to commencement of any Work under this Procurement. The completed Certificate of Insurance and Additional Insured Endorsements shall include The Vendors e-mail address for future inquiries and updates, and shall be sent to:

Denise Serna, Purchasing Analyst  
City of Thornton  
9500 Civic Center Drive, 2<sup>nd</sup> Floor  
Thornton, CO 80229-4326

Subsequent Certificates of Insurance indicating renewal of coverage(s) shall be sent to Thornton's Risk Manager at [certificatesofinsurance@ThorntonCO.gov](mailto:certificatesofinsurance@ThorntonCO.gov) no later than thirty (30) Calendar Days prior to the expiration date. Indicate "Renewal COI" and the Project Number in the e-mail subject line.

Failure on the part of the Bidder to procure or maintain policies providing the required coverages,

conditions, and minimum limits shall constitute a Material Breach of Contract upon which Thornton may immediately terminate this Procurement, or at its discretion, Thornton may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by Thornton shall be repaid by Bidder to Thornton upon demand, or Thornton may offset the cost of the premiums against any monies due to Bidder from Thornton.

Thornton reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

The Parties hereto understand and agree that Thornton, its officers, its agents, and its employees, are relying on, and do not waive or intend to waive the monetary limitations (currently one hundred fifty thousand dollars [\$150,000] per person and six hundred thousand dollars [\$600,000] per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended, or otherwise available to Thornton, its officers, its agents, or its employees.

All policies shall include a provision that the coverages afforded under the policies shall not be canceled, terminated, or materially changed prior to the natural termination date until at least thirty (30) Calendar Days prior written notice has been sent to Thornton. The Certificate(s) shall indicate the form used, if any, under which this provision is included.

**Expected Quantities:**

The quantities listed in the Quotation Form within this RFQ are to the best of Thornton's knowledge, and do not obligate the Buyer to procure additional items.

**F.O.B. Point:**

Pickups are required by 3:00 pm on day of pickup and delivered to current bank.

<b>Thornton City Hall - 9500 Civic Center Drive</b>
<b>Thornton Justice Center - 9551 Civic Center Drive</b>
<b>Thornton Community Center – 2211 Eppinger Blvd.</b>
<b>Thorncreek Golf - 13555 Washington St.</b>
<b>Margaret Carpenter Recreation - 11151 Colorado Blvd.</b>
<b>Trail Winds Recreation Center – 13495 Holly St.</b>
<b>Thornton Active Adult - 11181 Colorado Blvd.</b>

**Vendor Questions:**

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

**Proposal Submission:**

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

Vendor shall include five (5) references from companies Vendor is currently contracted with. Please include any government municipalities. Exhibit B References.

**Pricing and Instructions:**

All prices shall be firm and fixed after the award through the first year. If extended unit pricing does not match the total bid price, then unit pricing shall govern the final evaluation amount. No changes to price shall be acceptable without first written authorization by the Contracts and Purchasing Division.

Any additional charges shall be included in the Quote Form.

Fuel charges shall be included in the total cost. Any other fuel charges shall not be accepted without a written request to change the current services outlined.

Rates shall remain fixed for the initial term through December 31, 2026. Rates for the subsequent renewal terms shall be negotiated and agreed upon by the Parties prior to the beginning of each such renewal term, provided however that increases in rates shall not exceed the inflation rate defined by the Denver-Aurora-Lakewood Consumer Price Index upon mutual agreement of the Parties.

**Award Length:**

The award from this RFQ may be done on an all or none basis. Thornton may make a final award based on the financial and operational interests that best suit Thornton.

The initial award from this solicitation will start from the **date of award through December 31, 2026**. After the initial term expires, there will be an opportunity for a mutually agreed upon annual renewal of up to **five (5) years through December 31, 2030**.

No further extensions or renewals shall pass this date for service from the awarded Vendor, unless otherwise previously authorized in writing by the Thornton Purchasing Division.

A General Service Agreement will be issued to the awarded Vendor that includes the scope of work contained within this solicitation along with the Vendor's awarded pricing. Both Thornton

and the awarded Vendor shall agree to the terms of the agreement with a signed agreement.

### **Annual Pricing Updates**

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

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

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

[https://data.bls.gov/pdq/SurveyOutputServlet?data\\_tool=dropmap&series\\_id=CUURS48BSA0,CUUSS48BSA0](https://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUURS48BSA0,CUUSS48BSA0)

### **Basis of Award:**

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

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

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

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

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

**Cooperative Purchasing:**

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

**Invoicing Requirements:**

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

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

- Invoice number;
- Invoice date;
- Itemized charges or units of measure;
- Total charge;
- Service date(s) or service period;
- Blanket Purchase Order Number (will be provided annually to awarded Vendor)
- Service location (Building name and address)

Invoices shall reference the Purchase Order number(s) assigned by Thornton and invoice separately by location. Monthly invoicing will be in accordance with the Quotation Form. Thornton reserves the right to withhold final payment until such time as the Work is complete. No Work shall be performed without a Purchase Order to The Vendor from Thornton.

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](mailto:AP.Invoices@ThorntonCO.gov). In lieu of email, physical copies may be submitted to City of Thornton – Accounts Payable, 9500 Civic Center Drive, Thornton, CO 80229-4326. Invoices sent to anyone other than Accounts Payable are not considered to be properly submitted and will not be paid until they are properly submitted.

**Standard Proposal Considerations:**

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

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City Hall - 2<sup>nd</sup> Floor  
 Purchasing Division  
 9500 Civic Center Drive  
 Thornton, CO 80229-4326

**Quotation Form**

**(All Quotations Must be Submitted on this Form)**

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

Thornton Pickup Locations	Pick Up Service	Pick Up / Drop Off Schedule / Day of the Week	Daily Deposit Deadline	Cost Per Pickup	Cost Per Month / Per Site
Thornton City Hall - 9500 Civic Center Drive	One Day	Wednesday	<b>Next Banking Day, No Later than 3:30 pm (for all locations)</b>	\$	\$
Thornton Justice Center- 9551 Civic Center Drive	Two Day	Monday and Wednesday		\$	\$
Thornton Community Center – 2211 Eppinger Blvd.	Two Day	Tuesday and Friday		\$	\$
Thorncreek Golf Course -13555 Washington St.	Two Day	Tuesday and Friday		\$	\$
Margaret Carpenter Recreation - 11151 Colorado Blvd.	One Day	Friday		\$	\$
Trail Winds Recreation Center – 13495 Holly St.	One Day	Friday		\$	\$
Thornton Active Adult -11181 Colorado Blvd.	One Day	Friday		\$	\$
<b>Seasonal Pickups (May – August):</b>					
Margaret Carpenter Recreation - 11151 Colorado Blvd.	One Day	Wednesday (May-Aug)		\$	\$

Thornton facility locations may be added and/or pick up days adjusted.

**ACCEPTANCE OF CONDITIONS AND ADDENDA ACKNOWLEDGEMENT FORM**

Vendor indicates acceptance of the following conditions:

1. City of Thornton Charter Section 7.4 prohibits Thornton from issuing a Purchase Order to firms which employ certain family members of employees unless the Thornton Council determines it is in Thornton's best interest. For the purposes of this Charter Section, a domestic partner shall be considered equivalent to a family member. The Vendor attests to the following:

No City Council Member, member of a board or commission, Municipal Judge, City Manager, City Attorney, or employee of the City of Thornton, or any such person's family member, domestic partner, or person assuming a relationship being the substantial equivalent of the above, has an existing or pending, direct or indirect, financial, pecuniary or personal interest in the proposing firm or this Invitation for Bid, except as follows: (list, if any) \_\_\_\_\_

2. The undersigned Vendor, having examined the Bid Documents, and having full knowledge of the product requested and described herein, hereby proposes that it will fulfill the obligations contained herein in accordance with all terms, conditions, and specifications set forth; and that it will furnish all required products and pay all incidental costs all in strict conformity with these Bid Documents, for the stated prices as payment in full.

3. I acknowledge receipt of any and all published addenda: Yes  No

4. My firm is claiming the Thornton Based Business Local Vendor Consideration: Yes  No

Proposing Vendor's Name: \_\_\_\_\_

Vendor Representative (Printed): \_\_\_\_\_

Vendor Representative (Signature): \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_



**City of Thornton Purchase Order Terms and Conditions:**

**Agreement Acceptance**

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

**Termination for Convenience by Thornton**

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

**Termination for Cause**

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

**Setoff**

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

**Proprietary Information Confidentiality- Advertising**

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

**Warranty**

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

**Price Warranty**

Vendor warrants that the prices for the goods or services sold to Thornton under this Purchase Order are not less favorable than those currently extended to any other customer for the same or similar goods or services in similar quantities. In the event Vendor reduces its price to other customers during the term of this Purchase Order, Vendor agrees to reduce the prices hereof correspondingly. Vendor

warrants that prices shown on this Purchase Order shall be complete, and no additional charge of any type shall be added without Thornton's express written consent. Charges included in Vendor's price include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating.

**Force Majeure**

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

**Patents**

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

**Independent Contractor**

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

**Insurance**

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

**Indemnification**

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

**Changes**

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

**Inspection/Testing/Review**

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

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

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

**Entire Agreement**

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

**Assignments and Subcontracting**

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

**Shipment**

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

**Waiver**

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

**Time is of the Essence**

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

**Limitation on Thornton's Liability**

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

**Non-Appropriation of Funds**

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

**Venue/Law/Statute of Limitations**

This Purchase Order shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof or the work or services be provided hereunder shall be brought in the District Court, County of Adams, State of Colorado. Any action arising out of or relating to this Purchase Order or the work or services to be provided hereunder asserted by Vendor against Thornton shall be brought within two (2) years from when the action accrues, pursuant to C.R.S. § 13-80-102 (

**EXHIBIT A****VENDOR'S PERSONNEL OR SUBCONTRACTOR LISTING**

**Personnel** - List Key Personnel Name and Titles:

**Subcontractors** - List Any Subcontractors of Vendor:

**EXHIBIT B**  
**REFERECE FORM**

1. Contact Person \_\_\_\_\_  
Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Email Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_

2. Contact Person \_\_\_\_\_  
Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Email Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_

3. Contact Person \_\_\_\_\_  
Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Email Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_

4. Contact Person \_\_\_\_\_  
Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Email Address \_\_\_\_\_  
Telephone Number \_\_\_\_\_

5. Contact Person \_\_\_\_\_  
Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Email Address \_\_\_\_\_ Telephone Number \_\_\_\_\_