

**VENDOR COMMITMENT STATEMENT (VCS)**

**Project #:** 112-26  
**Project Name:** SCADA Radio Services Upgrades (Sustainment Phase)  
**Vendor Name:** <Vendor Name>

<Vendor Name>, having supplied a proposal for the goods or services in response to the above-mentioned project name and number, the vendor commits to supply the goods or services as further detailed below.

**1) GENERAL SCOPE OF THIS WORK/SERVICES**

Under purchase order # [REDACTED], the vendor is to provide the inspection, testing, optimization, repair, reconfiguration, and/or upgrade of radios and radio-related infrastructure (e.g., antennas, radio enclosures, grounding systems, lightning protection, polyphasers, cables, and mounting hardware) that are part of Thornton's water infrastructure supervisory control and data acquisition (SCADA) system. Purchase order # [REDACTED] includes the Design, Recommendation, and Implementation phases of this ~~project~~Project.

This VCS governs the Sustainment ~~phase~~Phase for this ~~project~~Project that is to follow the completion of the Implementation ~~phase~~Phase. During the Sustainment ~~phase~~Phase, the vendor shall provide on-going operational and lifecycle support of Thornton's SCADA radio network, including performing an annual inspection and testing of Thornton's water radios (Task 12); providing notification to Thornton of available firmware updates and security bulletins or alerts (Task 13); performing firmware upgrades to Thornton's radios and implementing time-sensitive security patches (Task 14); repairing, replacing, and reconfiguring radios and radio-related infrastructure-SCADA radio network., and providing RF consulting services (Task 15); and recommending a strategy and timing for periodic equipment refreshes (Task 16).

The vendor shall provide annual inspection and testing of Thornton's SCADA radio network (Task 12), with the timing of the annual inspections and testing being mutually agreed upon between the vendor and Thornton. This task includes performing a site visit to the Thornton Water Treatment Plant (TWTP), ~~located at 920 Thornton Pkwy, Thornton, CO 80229; the~~ Wes Brown Water Treatment Plant (WBTP), ~~located at 3651 E 86th Ave, Thornton, CO 80229;~~ and all ~~sixty-two (62)~~ remote SCADA sites, ~~the locations for which are provided in Appendix No. 1.~~ The vendor shall ~~inspect;~~ inspecting the physical condition of the equipment and radio-related infrastructure at each site; and ~~test~~testing each site for signal strength, quality, and reliability.

Following the completion of the inspection of each site, the vendor shall furnish a report to Thornton documenting its findings and identifying any repairs or equipment

replacement needed to bring the network back to optimal performance. Thornton staff will facilitate access to the remote sites and each repeater location as needed.

~~The vendor and Thornton shall mutually agree on the timing of the annual inspections and testing. Thornton staff will facilitate access to the remote sites and each repeater location as needed.~~

Throughout the Sustainment Phase, the vendor shall provide notification to Thornton of available firmware updates for Thornton's radios and any security bulletins or alerts the vendor makes available to its customers, whether those alerts and bulletins are generated by the vendor, the radio manufacturer, or third-party (Task 13). Security bulletins or alerts shall pertain to security threats to the specific radio models in use by Thornton, including the availability of security patches or other threat mitigation steps, or more general security threats to SCADA radio networks. Security bulletins or alerts shall be provided to Thornton by the vendor as soon as possible after they are made available to or by the vendor. The vendor shall check for the availability of radio firmware updates at least quarterly and provide Thornton notice as to whether a firmware update is available. If no update is available, the vendor still must provide notice to Thornton.

When Thornton elects to make radio firmware updates, or have a security patch installed on its radios, the vendor shall make such firmware updates or security patches on Thornton's radios (Task 14).

The vendor shall, as needed and directed by Thornton, repair, replace, or reconfigure radios and radio-related infrastructure, and provide RF consulting services, to ensure the continued optimal performance of the radio system (Task 15). This is an on-call, ad hoc task that provides Thornton with an avenue for maintaining the health of its SCADA radio network as issues arise.

Any on-call issues which require vendor support shall be handled during the vendor's normal business hours. Any issues Thornton encounters which require vendor support will be classified by Thornton as either *priority* or *routine*. A *priority* issue has or has the potential to have a significant impact on Thornton's water operations and Thornton staff are unable to implement a sustainable workaround. The vendor shall initially respond to *priority* issues within one (1) business day, with a target resolution of the issue within three (3) business days. A *routine* issue is more minor in nature, which does not significantly impact operations, or for which Thornton staff are able to implement a durable, if temporary, workaround. The vendor shall initially respond to *routine* issues within three (3) business days, with a target resolution of the issue within two (2) weeks.

Lastly, the vendor shall, as required by Thornton, recommend a strategy and timing for periodic equipment refresh(es) to sustain the radio network (Task 16). This task is limited to consulting services on the strategy and timing of the refresh; any system-wide refresh would be procured separately outside of this Project.

To the extent any work performed by the vendor requires Thornton-internal change control documentation, the vendor shall work with Thornton staff to ensure all relevant information is provided by vendor to Thornton.

## 2) LENGTH OF AWARD

The Sustainment ~~phase~~Phase consists of four (4), one (1)-year renewal terms:

- Project Year 2: January 1, 2027, through December 31, 2027.
- Project Year 3: January 1, 2028, through December 31, 2028.
- Project Year 4: January 1, 2029, through December 31, 2029.
- Project Year 5: January 1, 2030, through December 31, 2030.

These renewal terms will be awarded through future purchase orders. If no purchase order is issued by Thornton, the Project shall *not* renew for the next term.

Thornton will issue separate purchase orders for each ~~annual inspection and testing~~renewal period. All future purchase orders are contingent upon annual appropriations being approved by Thornton’s City Council for the continuation of this work. Thornton shall *not* be liable to the vendor should funding not be appropriated and approved by the Thornton City Council.

## 3) PRICING

Line	Description	Price
<u>1</u>	<u>SCADA Radio Service Upgrades</u>  <u>Design and Recommendation Phases. Tasks 1-6.</u>  <u>Firm-fixed-price.</u>	<u>Awarded on purchase order #</u> [REDACTED]
<u>2</u>	<u>SCADA Radio Service Upgrades</u>  <u>Implementation Phase. Tasks 7-11.</u>  <u>Firm-fixed-price.</u>	<u>Awarded on purchase order #</u> [REDACTED]
<u>43</u>	SCADA Radio Service Upgrades  Sustainment <del>phase</del> <u>Phase</u> in Year 2 (2027). <u>Task 12.</u>  Firm-fixed-price.	\$ [REDACTED]

Line	Description	Price
4	<u>SCADA Radio Service Upgrades</u>  <u>Sustainment Phase in Year 2 (2027). Task 13.</u>  <u>Firm-fixed-price.</u>	\$
5	<u>SCADA Radio Service Upgrades</u>  <u>Sustainment Phase in Year 2 (2027). Task 14-16.</u>  <u>Time-and-materials.</u>	\$
26	SCADA Radio Service Upgrades  Sustainment <del>phase</del> <u>Phase</u> in Year 3 (2028). <u>Task 12.</u>  Firm-fixed-price.	\$
7	<u>SCADA Radio Service Upgrades</u>  <u>Sustainment Phase in Year 3 (2028). Task 13.</u>  <u>Firm-fixed-price.</u>	\$
8	<u>SCADA Radio Service Upgrades</u>  <u>Sustainment Phase in Year 3 (2028). Task 14-16.</u>  <u>Time-and-materials.</u>	\$
39	SCADA Radio Service Upgrades  Sustainment <del>phase</del> <u>Phase</u> in Year 4 (2029). <u>Task 12.</u>  Firm-fixed-price.	\$

Line	Description	Price
<u>10</u>	<u>SCADA Radio Service Upgrades</u>  <u>Sustainment Phase in Year 4 (2029). Task 13.</u>  <u>Firm-fixed-price.</u>	\$
<u>11</u>	<u>SCADA Radio Service Upgrades</u>  <u>Sustainment Phase in Year 4 (2029). Task 14-16.</u>  <u>Time-and-materials.</u>	\$
<u>412</u>	SCADA Radio Service Upgrades  Sustainment <del>phase</del> <u>Phase</u> in Year 5 (2030). <u>Task 12.</u>  Firm-fixed-price.	\$
<u>13</u>	<u>SCADA Radio Service Upgrades</u>  <u>Sustainment Phase in Year 5 (2030). Task 13.</u>  <u>Firm-fixed-price.</u>	\$
<u>14</u>	<u>SCADA Radio Service Upgrades</u>  <u>Sustainment Phase in Year 5 (2030). Task 14-16.</u>  <u>Time-and-materials.</u>	\$

Pricing is firm-fixed-price ~~for lines 3, 6, 9, and 12, which are for the annual inspection and testing of radios (Task 12).~~ Payment shall be due ~~only~~ once Thornton accepts the vendor's report following the inspection and testing.

~~The pricing above does not include any allowance for making repairs or replacing equipment. Should Thornton desire the vendor to repair or replace equipment, or provide any services beyond equipment inspection and testing, Thornton shall procure these goods or services separately.~~

~~Pricing is firm-fixed-price for lines 4, 7, 10, and 13, which are for notification to Thornton of available firmware updates for Thornton's radios and any security bulletins or alerts~~

(Task 13). Payment shall be due quarterly, with one-quarter of the total line item amount paid each quarter.

Pricing is time-and-materials for lines 5, 8, 11, and 14, which are for **Tasks 14, 15, and 16**. For labor, Thornton will pay the vendor an amount equal to the multiplication of the appropriate hourly rate prescribed in the table below by the number of direct labor hours performed. The hourly rates include all wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Materials include direct materials and equipment (e.g., replacement radios or radio parts, radio-related infrastructure); subcontracts; incidental services (e.g., travel); and any other non-labor direct costs to perform Tasks 14-16. For materials, Thornton will pay the actual cost incurred by the vendor, plus indirect costs in an amount equal to a fixed percentage of the materials cost as prescribed in the table below. Thornton may require the vendor to furnish invoices or other proof of costs incurred for materials. The vendor may invoice as frequently as monthly for lines 5, 8, 11, and 14. Thornton is not obligated to pay the vendor any amount in excess of the amounts for lines 5, 8, 11, and 14 awarded on the respective purchase order, and the vendor shall not be obligated to continue performance if to do so would exceed the purchase order price for these line items, unless and until Thornton notifies the vendor in writing that the purchase order price has been increased.

**Labor rates table:**

<u>Labor category</u>	<u>2027 rate</u>	<u>2028 rate</u>	<u>2029 rate</u>	<u>2030 rate</u>

**Materials indirect cost rates table:**

<u>Year</u>	<u>Rate</u>
<u>2027</u>	
<u>2028</u>	
<u>2029</u>	
<u>2030</u>	

#### 4) CONFIDENTIALITY OBLIGATIONS

To the extent the vendor requires Thornton to provide confidential reports and other data as may be available to Thornton and reasonably required for the vendor to perform this projectProject, the vendor will keep Thornton's confidential information secret and will not disclose it to any third party, take or misuse any of the Thornton's confidential information, or any other information the vendor acquires or has access to because of its work on this projectProject. The vendor itself and each of the vendor's employees working on this Project shall complete a non-disclosure agreement during or before the Project Kickoff.

Thornton's confidential information is Thornton's exclusive property, therefore, on Thornton's request or the termination of this projectProject, the vendor will promptly return Thornton's confidential information including all documents, disks or other computer media or other materials in the vendor's possession or control containing any of Thornton's confidential information.

After this projectProject terminates, the vendor will preserve and not disclose directly or indirectly to any third party Thornton's confidential information and will promptly advise Thornton of any unauthorized disclosure or use of its confidential information by any person or entity.

#### 5) OWNERSHIP OF WORK PRODUCT

All services, data, drawings, designs, plans, reports, studies, computer programs (nonproprietary), computer input and output, analyses, tests, maps, surveys, or any other materials ("work product") developed by the vendor in conjunction with this projectProject shall be the sole and exclusive property of Thornton. The vendor agrees to transfer the work product's copyright, trademark, or other intellectual property rights for no additional cost to Thornton. However, any reuse of work product other than for the specific intended purpose of this projectProject by Thornton without written authorization by the vendor will be at Thornton's risk.

#### 6) INSURANCE

The awarded vendor shall procure and maintain the following insurance:

1. Workers' compensation insurance: Statutory limits.
2. Commercial general liability insurance at the following minimum limits:
  - a. Each occurrence: \$2,000,000;
  - b. Products/completed operations aggregate: \$1,000,000;
  - c. Personal and advertising injury: \$1,000,000; and
  - d. General aggregate: \$2,000,000.

Limits may be satisfied by a combination of commercial general liability and umbrella policies, provided (a) the umbrella policy follows the same (or broader) coverage terms as the commercial general liability policy; (b) Thornton, its officers, agents, and employees are named as additional insureds on the umbrella policy; and (c) the combination of the commercial general liability and umbrella policies meet or exceed each of the limits provided above.

3. Automobile Liability Insurance: Minimum combined single limits for bodily injury and property damage of not less than \$1,000,000 for any single occurrence.

The awarded vendor shall name Thornton, its officers, agents, and employees as additional insureds with respect to the commercial general liability and auto liability coverages. A Certificate of Insurance shall be completed and forwarded, along with the Additional Insured Endorsements, to Thornton by the awarded vendor'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 the start of work under this ~~project~~Project.

## 7) INVOICING REQUIREMENTS

Vendor shall provide invoices that include the following details:

- Invoice number;
- Invoice date;
- Itemized charge;
- Total charge;
- Service date(s) or service period; and
- Purchase order number.

## 8) COOPERATIVE PURCHASING

The City of Thornton (Thornton) encourages the proper use of cooperative purchasing and reserves the right to make results of the solicitation and this VCS available to other governmental agencies seeking like equipment, goods, or services, pursuant to the Thornton Revised Municipal Code Section 26-88.

Other agencies using the solicitation and this commitment statement 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 award in a cooperative or "piggy-back" fashion, agree to defend and hold harmless Thornton from any dispute or action arising from its use.

**9) VENDOR PERFORMANCE MANAGEMENT**

It is understood that Thornton may administer a vendor performance management program to evaluate performance under this award and identify any problems related to the purchased goods and services.

**10) POINTS OF CONTACT**

Thornton's point of contact for the vendor is [REDACTED]. If Thornton needs to escalate an issue, that escalation will be made to [REDACTED].

**AWARDED VENDOR ACKNOWLEDGEMENT:**

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**Vendor Representative Name (Signature)**

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**Vendor Representative Name (Printed)**

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**Title**

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**Date**

Appendix No.1 – Remote SCADA sites