

# **REQUEST FOR PROPOSAL (RFP)**

**RFP No. 200-26**

**Bunker Gear Wash**

**Purchasing Analyst of Record: Nykeba Klein**

**[Nykeba.Klein@thorntonco.gov](mailto:Nykeba.Klein@thorntonco.gov)**

City Hall - 2<sup>nd</sup> Floor  
Contracts and Purchasing Division  
9500 Civic Center Drive  
Thornton, CO 80229-4326  
Main Phone: (303) 538-7325

**TABLE OF CONTENTS**

<b>SECTION A: SCHEDULE, PURCHASING ANALYST OF RECORD, AND GENERAL SUMMARY OF NEEDS.....</b>	<b>4</b>
<b>A.1 SCHEDULE OF EVENTS:.....</b>	<b>4</b>
<b>A.2 PURCHASING ANALYST OF RECORD: .....</b>	<b>4</b>
<b>A.3 GENERAL SUMMARY OF PROCUREMENT NEEDS: .....</b>	<b>4</b>
<b>SECTION B: CURRENT STATE, SCOPE OF WORK, AND SPECIAL CONSIDERATIONS ..</b>	<b>5</b>
<b>B.1 GOALS FROM THIS RFP: .....</b>	<b>5</b>
<b>B.2 AWARD LENGTH: .....</b>	<b>5</b>
<b>B.3 SCOPE OF WORK – GENERAL CONSIDERATIONS: .....</b>	<b>5</b>
<b>B.4 ESTIMATED QUANTITIES: .....</b>	<b>7</b>
<b>B.5 F.O.B. POINT: .....</b>	<b>8</b>
<b>B.6 DELIVERY CONSIDERATIONS: .....</b>	<b>8</b>
<b>B.7 DEMONSTRATIONS AND INTERVIEWS:.....</b>	<b>9</b>
<b>B.8 INVOICING REQUIREMENTS: .....</b>	<b>9</b>
<b>B.9 FELONY DISQUALIFICATION:.....</b>	<b>9</b>
<b>B.10 VENDOR PERFORMANCE MANAGEMENT: .....</b>	<b>10</b>
<b>B.11 COOPERATIVE PURCHASING: .....</b>	<b>10</b>
<b>SECTION C: PROPOSAL QUESTIONS TO PROSPECTIVE VENDOR .....</b>	<b>11</b>
<b>C.1 INSTRUCTIONS FOR ANSWERING QUESTIONS:.....</b>	<b>11</b>
<b>C.2 PROPOSAL QUESTIONS: .....</b>	<b>11</b>
<b>SECTION D: PRICING AND PROPOSAL ITEMS .....</b>	<b>15</b>
<b>D.1 PRICING INFORMATION: .....</b>	<b>15</b>
<b>D.2 PRICING:.....</b>	<b>15</b>
<b>D.3 ANNUAL PRICE UPDATES: .....</b>	<b>15</b>
<b>D.4 PROPOSAL ITEMS: .....</b>	<b>16</b>
<b>SECTION E: PROPOSAL INSTRUCTIONS, EVALUATION, AND AWARD.....</b>	<b>17</b>
<b>E.1 PROPOSAL POSTED LOCATIONS:.....</b>	<b>17</b>
<b>E.2 PROPOSAL QUESTIONS:.....</b>	<b>17</b>
<b>E.3 ADDENDA:.....</b>	<b>17</b>
<b>E.4 SUBMISSION OF PROPOSALS:.....</b>	<b>17</b>
<b>E.5 DOCUMENTS FOR FINAL VENDOR SUBMISSION:.....</b>	<b>18</b>
<b>E.6 PAGE LENGTHS FOR FINAL VENDOR SUBMISSION: .....</b>	<b>18</b>
<b>E.7 CONFIDENTIAL AND PROPRIETARY INFORMATION.....</b>	<b>19</b>

<b>E.8 LATE PROPOSAL SUBMISSIONS:</b> .....	20
<b>E.9 AWARDS:</b> .....	20
<b>E.10 ACCEPTANCE PERIOD:</b> .....	20
<b>E.11 EVALUATION OF PROPOSALS:</b> .....	20
<b>E.12 EVALUATION CRITERIA:</b> .....	21
<b>E.13 POST AWARD PURCHASE ORDER:</b> .....	21
<b>E.14 STANDARD PROPOSAL CONSIDERATIONS:</b> .....	21
<b>SECTION F: SAMPLE AGREEMENT</b> .....	<b>22</b>
<b>F.1 SAMPLE AGREEMENT:</b> .....	22
<b>SECTION G: REQUIRED VENDOR SIGNATURE FORMS</b> .....	<b>23</b>
<b>G.1 ACCEPTANCE AND ADDENDA ACKNOWLEDGEMENT FORM:</b> .....	23
<b>G.2 SAMPLE AGREEMENT ACKNOWLEDGEMENT FORM</b> .....	24
<b>G.3 REFERENCES AND AUTHORIZATION AND RELEASE FORM:</b> .....	25
<b>SECTION H: AUTHORIZATION FOR SOLICITATION POSTING</b> .....	<b>26</b>
<b>H.1 PURCHASING MANAGER FORM:</b> .....	26

**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.

<b><u>Solicitation Item</u></b>	<b><u>Date</u></b>	<b><u>Time</u></b>
<b>Proposal Issued</b>	<b>06/09/26</b>	
<b>Deadline to Submit Additional Questions</b>	<b>06/23/26</b>	<b>11:00 P.M.</b>
<b>Response to Written Questions</b>	<b>06/26/26</b>	<b>11:00 P.M.</b>
<b>Proposal Due Date</b>	<b>07/14/26</b>	<b>11:00 P.M.</b>

**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: Nykeba Klein**  
**Title: Purchasing Analyst 1**  
**Email: Nykeba.Klein@thorntonco.gov**

**A.3 GENERAL SUMMARY OF PROCUREMENT NEEDS:**

The City of Thornton, CO ("Thornton") is seeking Proposals from interested firms that are qualified to perform advanced cleaning, inspection, decontamination, and repair of structural firefighting bunker gear for the Thornton Fire Department, in compliance with NFPA-1851 standards

## SECTION B: CURRENT STATE, SCOPE OF WORK, AND SPECIAL CONSIDERATIONS

### B.1 GOALS FROM THIS RFP:

The goal of this RFP is to identify and contract with a qualified, NFPA 1851–compliant service provider to perform advanced cleaning, inspection, decontamination, repair, and documentation of the Thornton Fire Department’s (TFD’s) structural firefighting bunker gear. The department seeks a Vendor that can ensure firefighter health and safety by removing hazardous contaminants, maintaining gear performance, and supporting regulatory compliance through verified processes and accurate recordkeeping.

This RFP aims to establish a reliable, accountable service relationship that delivers consistent turnaround times, secure handling of contaminated gear, and high-quality workmanship that extends the useful life of department equipment. The selected provider will demonstrate proven expertise, strong quality-control practices, appropriate insurance coverage, and the logistical capacity to support the department’s operational readiness and long-term gear maintenance needs.

### B.2 AWARD LENGTH:

The initial award from this solicitation will be from the date of the final signature of the agreement, until **July 31, 2027**. After the initial term expires, there will be an opportunity for a mutually agreed upon annual renewal of up to an additional **five (5)** years for a final expiration date of **July 31, 2032**. 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 SCOPE OF WORK – GENERAL CONSIDERATIONS:

#### 1. Applicable Standards & Compliance Requirements

All services must meet or exceed the current edition of **NFPA 1851: Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Firefighting and Proximity Firefighting**.

Vendor requirements include:

- All **inspection, cleaning, decontamination, and repairs** must strictly comply with NFPA 1851. (Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Firefighting and Proximity Firefighting).
- All repairs must use **manufacturer-approved components and methods** to maintain warranties.
  - Decontamination processes must effectively remove products of combustion, volatile organic compounds (VOCs), heavy metals, and biological contaminants.
  - Cleaning process must use wash formulas and verified water temperatures that optimize soil removal without degrading fire-retardant fabrics or moisture barriers.

- **Prohibited methods:** chlorine bleach, high-velocity power washing, or mechanical extraction exceeding NFPA G-force limits is **strictly prohibited**.
- Advanced inspections must be performed by **certified personnel** qualified to complete complex repairs and NFPA 1851 requirements to perform complex repairs including fabric patching, hardware replacement, reflective trim replacement, and moisture barrier sealing.

## 2. Service Requirements

### Advanced Cleaning

- a) Must meet NFPA 1851 standards
- b) Must remove all contaminants without damaging protective materials.

### Advanced Inspection

- a) Must include all elements required by NFPA 1851.
- b) Must be performed by certified personnel. Vendor must be able to show their personnel are trained to the NFPA requirements and demonstrate that their processes meet NFPA standards.

### Repairs

- a) Must use OEM-approved materials
- b) Vendor must provide a **detailed estimate for any repair exceeding five hundred dollars (\$500.00)** before work begins. Thornton Fire Department will send written approval via email of work that is approved to be done. TFD will not be liable for any non-approved charges.

### Decontamination

- a) Must be available for emergency exposures, training events, and contamination incidents.

## 3. Annual Service Schedule

- Each employee is issued **two (2) sets** of bunker gear.
- One (1) set shall be serviced during the first annual cycle; the second set during the second cycle.
- Annual cleaning, inspection, and minor repair occur **once per set per year**.

## 4. As-Needed / Incident-Driven Services

- Approximately three hundred twenty (320) **additional cleanings per year** occur following incidents, live-fire training, or contamination events.
- Vendor must provide these services on an as-needed, on-demand basis when requested by the TFD.
- Additional services of emergency decontamination following exposure and/or periodic services may be required after emergency incidents and/or training evolutions and academies.

## **5. Pick-Up, Delivery & Turnaround Times**

- Vendor must provide **portal-to-portal pick-up and delivery** between fire department facilities and vendor facilities.
- Preference may be given to vendors with **on-site capabilities**.
- Standard turnaround must align with the department's **four-day off-duty cycle**, with gear picked up the morning of the off-going shift and returned **no later than three (3) days after pick-up**.

## **6. Quality Assurance & Performance Standards**

- All services must maintain the protective integrity of gear.
- Vendor must ensure no degradation of thermal protection, moisture barrier performance, or structural integrity.
- Rework must be completed at no additional cost if services fail to meet NFPA standards.

## **7. Reporting, Documentation & Invoicing**

- Vendor must provide **electronic service reports** to the fire department upon returning gear including inspection results and any repairs performed, including:
  - Inspection findings
  - Repairs performed
  - Cleaning method used
- Detailed estimates must be submitted for approval for any repair exceeding **five hundred dollars (\$500)**.

## **8. Prohibited Practices**

The following are strictly prohibited:

- Chlorine bleach
- High-velocity power washing
- Mechanical extraction exceeding NFPA G-force limits
- Any method that degrades moisture barriers, thermal liners, or outer shells
- **Subcontracting of any cleaning, inspection, or repair services is prohibited.**
  - All work shall be performed by the awarded vendor.

## **B.4 ESTIMATED QUANTITIES:**

Routine annual cleaning shall be conducted twice a year. Employees are issued two (2) sets of bunker gear. One set shall be cleaned during the first service per year and the second set during the second service of the year.

Annual quantities include:

- Two (2) sets of bunker gear per employee
- Annual cleaning and inspection of each set
- Approximately **three hundred twenty (320) as-needed cleanings** occur after incidents/trainings

Components per service:

- Jacket/Liner (1 each)
- Pants/Liner (1 each)
- Helmet (1)
- Hood (1)
- Gloves (1 pair)
- Boots (1 pair)

The approximate quantities indicated for the material or equipment outlined herein are estimated as closely as possible. However, Thornton neither states nor implies any guarantee that actual purchases will equal the estimate. It is the intent of this proposal that Thornton will be supplied with more or less of the material or equipment according to actual needs.

**B.5 F.O.B. POINT:**

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

Location # 1	Location # 2
Fire Station # 4 1400 East 128 <sup>th</sup> Avenue Thornton Colorado 80241	Fire Station # 1 2300 Thornton Parkway Thornton, Colorado 80229

**B.6 DELIVERY CONSIDERATIONS:**

All deliveries shall be made between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, excluding holidays.

Awarded Vendor will pick up and return gear during employees' scheduled four days off. This includes picking up gear on first day and returning a maximum three days later for routine services. It is understood that advanced repairs may require additional time but shall be communicated to the department. Thornton Fire Department will provide a detailed schedule to the Awarded Vendor indicating which stations they will pick up from on each day. Pick-up shall be scheduled either Monday or Tuesday with returns the subsequent Thursday or Friday. Weekends shall not be used as part of the cleaning process unless they are part of the awarded vendor's regularly schedule hours of operation.

Delivery time for all gear being serviced (cleaning, repairs, inspections, etc.) should be no more than three business days unless additional time is agreed upon for advanced repair services. All exceptions must be requested by the appropriate Fire Department representative.

Timeline for return and/or ability to perform services on-site will be considered as part of award.

Occasionally the normal scheduled pick-up by the Awarded Vendor may be missed by employees who are away from the station; when this situation occurs, the employee or an authorized representative will be allowed to drop-off the gear to the Awarded Vendor for cleaning/repair. The employee will provide a copy of the gear cleaning authorization voucher to the Awarded Vendor for proof of notice to proceed. During the normal scheduled notifications, "dropped-off" gear shall be included and differentiated from the routine pickups. Awarded Bidder is not allowed to make alterations or add patches to the garments unless prior approval has been given by the City.

### **B.7 DEMONSTRATIONS AND INTERVIEWS:**

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

In addition to demonstrations, Thornton may also elect to conduct Vendor interviews in order to clarify and answer additional questions. All interviews will be held at a physical/virtual location at Thornton's sole discretion and shall be at Thornton's decision if an interview is deemed as being necessary.

Thornton shall not compensate a proposing Vendor for any costs incurred by a Vendor that are related to a demonstration or interview conducted by Thornton during this RFP process.

### **B.8 INVOICING REQUIREMENTS:**

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

Thornton's standard payment terms are net thirty (30) Calendar Days after receipt of an invoice. All invoices submitted shall be emailed to [AP.Invoices@ThorntonCO.gov](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.

### **B.9 FELONY DISQUALIFICATION:**

The vendor shall not employ, retain, hire or use any individual that has been convicted of any felony charges as the same is defined under the laws of the State of Colorado in the performance of the services to be rendered and materials to be provided to Thornton pursuant to this proposal unless the vendor receives prior written permission from the Director of

Support Services. The Director may require that a fidelity bond, or such other assurance in such amount as deemed appropriate, be provided to Thornton as a condition precedent to the grant of such permission.

**B.10 VENDOR PERFORMANCE MANAGEMENT:**

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

**B.11 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 from other municipalities and political subdivisions using this solicitation in a cooperative or "piggy-back" fashion, agree to defend and hold harmless Thornton from any dispute or action arising from its use.

**The remainder of this page has been left blank intentionally.**

**SECTION C: PROPOSAL QUESTIONS TO PROSPECTIVE VENDOR****C.1 INSTRUCTIONS FOR ANSWERING QUESTIONS:**

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

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

**C.2 PROPOSAL QUESTIONS:**

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

**A. General Vendor Questions****1) General Vendor Summary**

Please provide a brief description of the following:

- a) Full legal company name;
- b) Your headquarters address;
- c) Primary company contact including name, phone number, and email address;
- d) The year your firm was established;
- e) A brief listing of your Vendor core competencies; and
- f) A current copy of your firm's W-9 (IRS version October 2018).

## 2) Experience and References

Please provide five (5) current client references that you have sold and implemented the same or like solutions to in the past five (5) years. Of these references, please list as many as available that are other governmental municipalities as possible.

- a) Include in your reference information:
  - i) Name of the municipality or firm;
  - ii) Client's headquarters address;
  - iii) Current reference contact information, including the Reference's:
    - (1) Name;
    - (2) Title;
    - (3) Phone number;
    - (4) Email address;
  - iv) Project start date (date of signed agreement);
  - v) Project end date (project close-out date);
  - vi) Project description including all services performed; and
  - vii) Contractual value.
  
- b) Please provide the number of overall clients that you have currently using your proposed solution, including:
  - i) Within the United States; and
  - ii) Within the State of Colorado.

## **B. NFPA 1851 Compliance & Verification**

### 1) Please provide the following:

- a) Describe your organization's compliance with the current edition of NFPA 1851;
- b) Are you a verified Independent Service Provider (ISP)? Provide documentation of your verification and date of last audit;
- c) Explain how your cleaning, inspection, and repair processes align with NFPA 1851 requirements; and
- d) Describe your staff training program related to NFPA 1851 and PPE handling.

### 2) Cleaning, Decontamination & Repair Processes

Please provide the following:

- a) Provide a detailed description of your advanced cleaning process, including equipment used and chemical agents.
- b) List all detergents, disinfectants, and solvents used, and provide SDS sheets

- c) Describe your procedures for removing carcinogens, soot, PFAS-related contaminants, and bloodborne pathogens.
- d) Explain your repair capabilities, including types of repairs performed and whether OEM-approved materials are used.
- e) Describe your quality-control process for repairs and cleaning.

### **3) Inspection & Testing**

Please provide the following:

- a) Describe your advanced inspection process, including moisture barrier testing and thermal liner evaluations.
- b) Provide sample inspection reports.
- c) Explain how you determine when gear should be repaired, cleaned again, or retired from service.

### **4) Logistics, Turnaround & Tracking**

Please provide the following:

- a) Describe your standard and expedited turnaround times. Use “Day 1” as the date of a fully executed agreement being signed by both Parties, with no prior work having been completed prior to a signed agreement being put into place.
- b) Explain your pickup and delivery process, including frequency, packaging, and chain-of-custody procedures.
- c) Does your firm offer on-site premise cleaning? If so, explain your on-site premise cleaning, including frequency, packaging, and chain-of-custody procedures
- d) Describe your gear-tracking system, including barcode/RFID capabilities and online portal access.
- e) Provide sample tracking or service-history reports.

### **5) Contamination Control & Facility Standards**

Please provide the following:

- a) Describe how you prevent cross-contamination between departments and between clean/dirty gear.

- b) Explain your facility layout and workflow for handling contaminated PPE.
- c) Describe your wastewater management and environmental compliance practices.

## **6) Personnel Qualifications & Background Checks**

Please provide the following:

- a) Describe the qualifications and training of personnel who will handle, clean, inspect, or repair bunker gear. Please include an example of your firm's Project Change Form, if applicable.
- b) Explain your background-check process for employees assigned to this contract.
- c) Describe your policies for restricting personnel with criminal histories that pose safety or security risks.

## **7) Technology, Reporting & Documentation**

Please provide the following:

- a) Describe your recordkeeping system and how long records are retained.
- b) Explain how you provide documentation for NFPA 1851 compliance audits.
- c) Describe any customer dashboards, reporting tools, or digital service logs available.

**The remainder of this page has been left blank intentionally.**

## SECTION D: PRICING AND PROPOSAL ITEMS

### D.1 PRICING INFORMATION:

This section shall include a description of the proposed costs and prices. All pricing information shall be limited solely to this section of your proposal. This section should address all requirements set forth in Section B as well as any other items pertinent to your proposal pricing such as additional discounts for increased quantities, service requirements, etc. The requirements have been developed to allow Thornton to uniformly evaluate prices submitted for the work. Accordingly, you should follow these instructions carefully and provide all data requested in the formats specified herein and in any referenced attachments.

Any omissions in this proposal shall be identified by each Vendor and incorporated into their proposal including any omissions for hardware, service, support, software, travel, shipping, etc. which is necessary to the success of the project. All items must be identified as a separate line item with pricing and included as part of this RFP, unless otherwise requested by Thornton. Thornton will not increase any subsequent agreement or purchase order (neither dollar amount or time) for items not included in the submitted proposal documents. Thornton reserves the right to purchase part or the entire proposal.

### D.2 PRICING:

All prices quoted shall be firm and fixed for the award and initial purchase.

### D.3 ANNUAL PRICE UPDATES:

The awarded Vendor must hold the Bid prices quoted firm until **July 31, 2027**, 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](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.

**D.4 PROPOSAL ITEMS:**

**(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 in to consideration when evaluating this bid.

Vendors should price individual services and may offer bulk discounts

<b>Service Category</b>	<b>Description</b>	<b>Estimated Annual Quantity</b>	<b>Unit Price</b>	<b>Extended Total</b>
<b>Annual Cleaning</b>	NFPA 1851-compliant advanced cleaning	320	\$	\$
<b>Annual Inspection</b>	Full NFPA 1851 inspection	320	\$	\$
<b>Annual Minor Repair</b>	Routine repairs identified during inspection	320	\$	\$
<b>Travel Charge</b>				\$
<b>Additional Charge(s)</b>				\$
<b>One-off, as-needed Cleaning</b>	NFPA 1851-compliant advanced cleaning	1	\$	\$

\*\*Please include any bulk discounts, as well as the Minimum Order Quantity (MOQ) for any discounts

<b>Minimum Order Qty for bulk discounts</b>	<b>MOQ</b>	<b>Discount %</b>
	_____ each	%

**The remainder of this page has been left blank intentionally.**

## **SECTION E: PROPOSAL INSTRUCTIONS, EVALUATION, AND AWARD**

### **E.1 PROPOSAL POSTED LOCATIONS:**

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

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

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

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

### **E.2 PROPOSAL QUESTIONS:**

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

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

### **E.3 ADDENDA:**

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

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

### **E.4 SUBMISSION OF PROPOSALS:**

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

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

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

#### **E.5 DOCUMENTS FOR FINAL VENDOR SUBMISSION:**

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

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

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

#### **E.6 PAGE LENGTHS FOR FINAL VENDOR SUBMISSION:**

Thornton is seeking proposals from qualified firms with proposals from prospective Vendors that contain relevant information, answers to proposal questions, pricing, technical information, sample reports, and other items that support that Vendor's proposal submission.

With this in mind, Thornton is requesting that proposing Vendors work to limit their submissions to **seventy-five (75)** pages or less.

## E.7 CONFIDENTIAL AND PROPRIETARY INFORMATION

As a Colorado home rule municipality, Thornton is subject to and must comply with the Colorado Open Records Act (“CORA”), C.R.S. § 24-72-201 *et seq.* All Vendor submitted documents are subject to requests for public records pursuant to CORA. **Proposing Vendors must clearly identify within their submissions any information that is confidential and proprietary by marking such information as “Confidential” or “Proprietary” information.** Any information a Vendor marks as confidential or proprietary shall comply with CORA and any other applicable statute(s).

Prior to a final award and agreement, Vendor submitted information that is contained within the proposal may be held by Thornton as confidential and proprietary at Thornton’s sole discretion. **In accordance with CORA, upon the conclusion of a final award and agreement, Thornton may, in its sole discretion, release any and all portions of Vendor submissions not marked as confidential or proprietary.** Thornton shall be held harmless from any claims arising from the release of confidential and proprietary information not clearly designated as such by the proposing Vendor within their proposal documents to Thornton that are submitted to Thornton as part of their final submission package or any subsequent clarification documents during Thornton’s evaluation of the Vendor’s submitted proposal.

In general, it is not acceptable to Thornton for a proposing Vendor to mark information other than the following items as confidential or proprietary:

- 1) Financial statements;
- 2) Project financing data;
- 3) Litigation history;
- 4) Tax audit history; and
- 5) Client lists and references.

Thornton does not generally find it acceptable to mark proposal pricing, nor the entirety of your proposal, as confidential or proprietary. Failure to adhere to these restrictions may result in your proposal being deemed non-responsive.

For more information about Thornton’s processes related to CORA, including using Thornton’s Public Records Request Form or for submission of a CORA request, please visit the website of the office of Thornton’s City Clerk at <https://www.thorntonco.gov/government/city-clerk/Pages/default.aspx> or you can reach the Clerk’s office by email at [Clerk@ThorntonCO.gov](mailto:Clerk@ThorntonCO.gov) or by phone at (303) 538-7615.

**E.8 LATE PROPOSAL SUBMISSIONS:**

Proposing Vendors are expected to allow adequate time to upload a complete submission for consideration through the electronic Vendor portal (currently BidNet Direct®). The Vendor portal will not allow a Vendor to modify, save, nor upload their proposal after the submittal date and time have passed. It is **highly recommended** that as a proposing Vendor you do not wait until the last minute to submit your proposal.

Late proposals will not be accepted. Sole responsibility rests with the proposing Vendor to ensure that its proposal is completely uploaded through the Vendor portal or is received in the Purchasing Office prior to the submission deadline. Proposals that are left in a "Draft" status in the Vendor portal will not be accepted by Thornton for consideration.

All physical proposals received in the Purchasing Office after the submittal date and time will be immediately rejected without consideration.

**E.9 AWARDS:**

Award will be made on an "all or none" basis. Prices must be shown for each item listed. Proposals submitted without individual item prices listed will be considered as non-responsive and rejected.

**E.10 ACCEPTANCE PERIOD:**

Submissions in response to this proposal shall remain valid until an award has been made to a proposing Vendor or at a minimum of one hundred twenty (120) Calendar Days from the time of submission, whichever date comes last.

**E.11 EVALUATION OF PROPOSALS:**

All proposals will be evaluated by a Selection Committee assigned by the City Manager, or their designee. Proposals shall be evaluated on the basis of qualifications, experience, and the applicability of the solutions offered to meet Thornton's needs as they pertain to the Evaluation Criteria noted herein and in the context of best value received for the required goods and/or services. Note that any tools utilized by the Selection Committee in their evaluation process are only intended to facilitate the understanding of the submissions received and facilitate the member's ability to weigh the merits of each proposal. Therefore, any tools utilized by the Selection Committee have no binding effect on their vote or the final award made by Thornton as a result of this RFP.

In addition, other pertinent information which becomes available during the evaluation, interview, or negotiations may be considered in the evaluation. The committee may make a selection on the basis of the Proposals received, or may choose to "short list" prospective firms for further consideration, which may include interviews and or negotiations. The firm selected for the Award will be chosen on the basis of the apparent greatest operational and financial

benefit to Thornton, and not necessarily on the basis of lowest price. The City Manager, or their designee, shall make the final determination of the firm selected.

#### **E.12 EVALUATION CRITERIA:**

Evaluation criteria for this RFP may include, but is not limited to, the following items:

- 1) Responsiveness to the needs of Thornton, including the time required to complete the implementation of the awarded Vendor's solution.
- 2) Responsibility of the proposing Vendor.
- 3) The written responses provided by the proposing Vendor to the Proposal Questions – Section C.2, and all clarification questions asked by Thornton during the RFP evaluation.
- 4) The proposing Vendor's submitted pricing.
- 5) The results of the Vendor's reference checks.
- 6) The degree to which the Vendor's proposal meets or exceeds the needs as defined in the RFP, including any additional value-add items.
- 7) The results of any Vendor samples, and/or interviews from this RFP.
- 8) The agreeability of the Vendor to Thornton's terms and conditions and the ability to contract with the awarded Vendor.
- 9) All other applicable information and documents submitted by the Vendor and received by Thornton in the evaluation of the proposal.

#### **E.13 POST AWARD PURCHASE ORDER:**

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

#### **E.14 STANDARD PROPOSAL CONSIDERATIONS:**

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

**SECTION F: SAMPLE AGREEMENT****F.1 SAMPLE AGREEMENT:**

A sample General Services Agreement has been provided under separate cover as part of this solicitation. This Sample Agreement has been provided to inform the proposing Vendor of Thornton's terms and conditions expectations for the awarded Vendor from this solicitation. This Sample Agreement is subject to change at Thornton's sole discretion.

The Sample Agreement that has been provided by Thornton shall serve as the overarching agreement for this project, its subsequent renewal years, and all work performed by the Vendor and if applicable, their subcontractors for the duration of the entire agreement period. The opportunity for a prospective Vendor to provide any proposed redlines to Thornton's Sample Agreement is during the submittal process and all Vendor proposed redlines shall be submitted with the Vendor's final proposal. This Sample Agreement is subject to change at Thornton's sole discretion.

Thornton does not anticipate signing any separate Vendor contractual documents, including separate general or online terms and conditions, Vendor agreements, Vendor quotations with separate terms and conditions, etc. Vendors who have such documents that are required for their solution must submit these documents for Thornton's review and potential incorporation into the final agreement between both Parties as part of their final proposal submission.

The Vendor does not need to complete any of the information within the Sample Agreement as part of the initial proposal submission process. At Thornton's sole discretion and as part of a final evaluation process by Selection Committee, the Purchasing Analyst of Record may contact a proposing Vendor for any clarifications.

**The remainder of this page has been left blank intentionally.**

**SECTION G: REQUIRED VENDOR SIGNATURE FORMS****G.1 ACCEPTANCE AND ADDENDA ACKNOWLEDGEMENT FORM:**

1) Vendor indicates acceptance of the following conditions:

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

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

2) The undersigned Vendor, having examined the Proposal Documents, and having full knowledge of the product and/or services requested and described herein, hereby proposes that it will fulfill the obligations contained herein specifications set forth; and that it will furnish all required products and pay all incidental costs all in strict conformity with these Proposal Documents, for the stated prices as payment in full. Yes  No

3) I acknowledge receipt of any and all published addenda and a copy of the Sample Agreement as provided by Thornton : Yes  No

4) I acknowledge that I have submitted all items and documents as required of the final proposal submission Yes  No

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

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

Submitted By (Printed): \_\_\_\_\_

Submitted By (Signature): \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

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

**G.2 SAMPLE AGREEMENT ACKNOWLEDGEMENT FORM**

Regarding Thornton's Sample Agreement, the undersigned Vendor acknowledges the following:

- 1) The proposing Vendor has received a copy of Thornton's Sample Agreement.  
Yes  No
- 2) All proposed exceptions to Thornton's Sample Agreement and all proposed Vendor agreements may be included as part of Thornton's final evaluation process.  
Yes  No
- 3) All proposed exceptions or redlines to Thornton's Sample Agreement by the Vendor, and all proposed terms and conditions have been uploaded with the Vendor's final proposal as a separate file and has been clearly marked as so.  
Yes  No
- 4) If chosen for award, that Thornton may accept, reject, or negotiate all proposed changes to the terms and conditions of the Sample Agreement and all other Vendor proposed terms and conditions.

Should an Agreement be unable to be reached between Thornton and my firm, I acknowledge that Thornton retains the sole discretion to reject the award made and move to another Vendor for award and contractual negotiations.

Yes  No

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

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

Submitted By (Printed): \_\_\_\_\_

Submitted By (Signature): \_\_\_\_\_

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

**G.3 REFERENCES AND AUTHORIZATION AND RELEASE FORM:****REFERENCE AUTHORIZATION FORM**

By: \_\_\_\_\_, A Corporation  
(Proposing firm) A Partnership whose address is \_\_\_\_\_  
An Individual (Circle One)

---

Proposing firm has submitted a sealed Proposal to the City of Thornton (Thornton) for this solicitation.

Proposing firm hereby authorizes Thornton to perform such investigation of proposing firm as Thornton deems necessary to establish the qualifications, responsibility, trustworthiness, and financial ability of the proposing firm. By its signature hereon, the proposing firm authorizes Thornton to obtain reference information concerning the proposing firm and releases the party providing such information named above and Thornton from any and all liability to the proposing firm as a result of any reference information provided.

Proposing firm further authorizes Thornton to discuss and release any and all information regarding the Proposing firm's performance on its forthcoming services related to this project or other past projects upon receiving a request for such information. Proposing firm releases Thornton from any and all liability associated with such a release of information.

Proposing firm further waives any right to receive copies of reference information provided to Thornton. A copy or facsimile of this executed Reference Authorization and Release Form may be used with the same effectiveness as an original.

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

Submitted By (Printed): \_\_\_\_\_

Submitted By (Signature): \_\_\_\_\_

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

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

**SECTION H: AUTHORIZATION FOR SOLICITATION POSTING****H.1 PURCHASING MANAGER FORM:**

All communications regarding this solicitation shall be directed to the Purchasing Analyst of Record listed within this solicitation in Section A.2 – Purchasing Analyst of Record.

This solicitation has been reviewed and approved for a public posting by the Thornton Purchasing Manager.

---

Andrew Miskell, CPPB  
Purchasing Manager