INVITATION FOR BID (IFB)

IFB NO. 253-26

PORTABLE RESTROOMS AND WASH STATIONS

Purchasing Analyst of Record: Denise Serna

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

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SECTION A: SCHEDULE, PURCHASING ANALYST OF RECORD, AND GENERAL SUMMARY OF NEEDS

A.1 SCHEDULE OF EVENTS:

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

Solicitation Item	Date	Time
Proposal Issued	**08/25/26**	
Deadline to Submit Additional Questions	**09/04/26**	**5:00 P.M.**
Response to Written Questions	**09/10/26**	**5:00 P.M.**
Proposal Due Date	**09/15/26**	**5:00 P.M.**

A.2 PURCHASING ANALYST OF RECORD:

The Purchasing Analyst of Record for this solicitation will be the central point of contact throughout the solicitation process. All questions and inquiries must be submitted in writing via a direct email to the Purchasing Analyst. No communication is to be directed to any other Thornton personnel.

The Purchasing Analyst of Record's contact information is as follows:

Name: **Denise Serna**
Title: **Purchasing Analyst**
Email: **Denise.Serna@Thorntonco.gov**

A.3 GENERAL SUMMARY OF PROCUREMENT NEEDS:

The City of Thornton, CO ("Thornton") is seeking Proposals from interested firms for rental of portable restrooms and wash stations. The portable restrooms and wash stations will be provided for Thornton's annual festivals, designated parks locations, and as-needed basis for various events. Pricing shall include all costs, including cleaning, maintenance, fuel surcharges, and environmental charges.

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

B.1 SCOPE OF WORK – GENERAL CONSIDERATIONS:

Thornton utilizes portable restrooms and wash stations as part of various events and annual festivals within the Thornton city limits throughout the year. Product rentals will be authorized by issuance of a Purchase Order. Products shall be provided on an as-needed basis and nothing herein shall guarantee a minimum purchase amount.

A. <u>General</u>

Thornton requires delivery, service, and pickup of rented portable toilets, wash stations for Thornton's operational needs and events.

Wash Stations: All wash stations requested shall be standard size and offer ADA compliant units.

Portable Restrooms: All portable standard restrooms shall include at a minimum, the dimensions listed. Some units may or may not include urinals.

- Height – 91"
- Width – 62"
- Depth – 62"
- Seat Height – 19"

ADA Restrooms: All portable restrooms that are designed to be handicap accessible and shall meet or exceed all current standards set under the Americans with Disabilities Act ("ADA"). Handicap accessible designed restrooms must have the following minimum internal dimensions:

- Height up to 92"
- Width – 62"
- Depth – 62"
- Seat Height – 17"-19"
- Grab Bars
  - 33-36" above the floor
  - Side – 42"
  - Rear - 36"
- Exterior Dimensions – 77-91'
- Door Width – minimum opening 32"
- Door Swing - outward

B. <u>Delivery/Pickup</u>

All deliveries, service and pickups will be within Thornton city limits for periods of time to be specified when individual orders are initiated. Placement of rental units will be made so it ensures stability and accessibility for users and pickups and drop-offs. The Vendor will exercise all reasonable care to avoid damage to Thornton's property when delivering, picking up, and servicing the rented units. Thornton's staff will designate specific locations for delivery, as well as placement of units at the time of order. The Vendor shall deliver the rented units within twenty-four (24) hours of the initial order and shall deliver promptly in order to meet the deadlines for scheduled public and special events.

Prior to delivery, Thornton's staff will coordinate with the awarded Vendor to designate specific locations for delivery, as well as placement of units at the time of order. The Vendor shall deliver the rented units within twenty-four (24) calendar hours of the initial order and shall deliver promptly in order to meet the deadlines for scheduled public and special events, unless otherwise directed by Thornton personnel.

Should the Vendor deliver and place the requested units in an incorrect location, the Vendor shall return to the worksite within four (4) calendar hours to relocate the unit to the correct location, at no additional cost to Thornton.

C. Service and Quality of Rental Units:

All portable toilets provided by Vendor shall be clean, fully stocked with supplies including at minimum two (2) tissue rolls, disposable paper seat covers, instant antiseptic hand cleaner and be in good repair. The Vendor shall provide quality product and Service to meet the requirements for public special events. Thornton reserves the right, at its sole option, to reject or have Vendor replace any unit not meeting this standard. The Vendor shall be responsible for their own units in regards to damage caused by weather or vandalism.

All wash stations provided shall be clean, fully stocked with water, soap, paper towels and be in good repair. The Vendor shall provide quality product and service to meet the requirements for public special events. Thornton reserves the right, at its sole option, to reject or have Vendor replace any unit not meeting this standard. The Vendor shall be responsible for their own units in regards to damage caused by weather or vandalism.

At a minimum, service shall be performed on a weekly basis unless otherwise specified by Thornton's staff at the time of order. Each portable restroom shall include a service checklist that shall be visible within the interior or exterior of the unit, and the checklist shall be completed by the Vendor's personnel during each service to visibly show on what date and time the unit was last serviced.

D. Cleaning Portable Toilets and Wash Stations

The Vendor, at a minimum, shall perform weekly interior cleaning, emptying of waste from the rented unit(s), and restocking supplies (toilet paper, toilet covers, hand soap and paper towels) for all rental units unless otherwise specified by Thornton's staff at the time of order.

The Vendor shall allow time to clean and remove graffiti from inside and outside units during a routine service. If graffiti cannot be removed during a routine cleaning, the unit shall be replaced with a unit that is in good standing and free of graffiti, at no additional costs to Thornton.

Special service or replacement of units shall be promptly provided at the request of Thornton's staff in order to accommodate any unforeseen circumstances that render the unit(s) unusable. This service shall be provided within twenty-four (24) calendar hours of the first call made by Thornton's representative. Tissue and other expendable products applicable to the rental of each unit shall be provided in a manner that will ensure adequate availability between service intervals.

All portable toilets shall be thoroughly cleaned and pumped of all waste that promotes the highest possible hygienic standards and shall be in compliance with all applicable health regulations. The Vendor shall be responsible for immediate cleaning of any spillage on the inside, outside, and perimeter of the toilets.

All wash stations shall be thoroughly cleaned and shall be in compliance with all applicable health regulations. Service shall include all gray water pumped out and refilled with "fresh" non-potable water, soap, the paper towels restocked and units wiped down.

E. <u>Orders/Payment</u>

Billing for all units shall be on a prorated basis to coincide with delivery and pick-up dates for each specific unit. Blanket Purchase Orders will be provided to the Vendor for each of Thornton's divisions requiring rental service. All Service provided must be invoiced against the Purchase Order Number specified by Thornton's staff at the time of the individual order. To ensure prompt payment, the Vendor shall ensure the Purchase Order Number provided by Thornton appears clearly on the invoice.

F. <u>Damage Waiver</u>

Pricing for all units shall include a damage waiver to cover the replacement cost or repair of the unit should any damage occur while the unit is on site. Thornton shall not be liable for damage incurred to any Vendor units or property.

B.2 ESTIMATED QUANTITIES:

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

The following table outlines the annual estimated spend for the rental of all portable restrooms and wash rooms by Thornton. It does not provide any guarantees on future rentals requested by Thornton, however, it is meant to provide the proposing Vendor with an understanding of annual usage by Thornton.

Year	Annual Amount
2022	$91,297
2023	$139,154
2024	$187,750
2025	$151,685
2026 (Year to Date)	$166,773

B.3 F.O.B. POINT:

Prices quoted shall be F.O.B. destination, unloaded and installed at specified locations.

In addition, Thornton holds annual events at the following locations that would need to be served by the awarded Vendor as well as rentals for parks used at various Thornton locations within the city limits.

Annual Festivals:

Thornton Annual Festivals	Delivery/Pickup Address	Average # of Standard Portable Restrooms	Average # of ADA Portable Restrooms	Average # of Hand Wash Stations
Thorntonfest	Carpenter Park 108th / Colorado Blvd.	27	5	3
July 4th	Carpenter Park 108th / Colorado Blvd.	77	7	4
Harvest Fest	Thornton City Park 9200 Thornton Pkwy	9	3	2
Winterfest	Carpenter Park 108th / Colorado Blvd.	22	5	NA

Thornton Parks/Other Locations:

Thornton's Parks Department requires the following portable restrooms for Thornton's parks, typically for 7-12 month intervals. The amounts listed below and timeline could be adjusted to add or remove units as required by Thornton's needs or for a one-time scheduled event. Delivery and pickup, emptying, and cleaning will be scheduled with the Parks Department staff as well as delivery and pickup to various locations as designated by Thornton's staff.

34 - ADA Portable Restroom units; and
32 - Standard Restroom units.

The awarded Vendor may anticipate additional single or additional "one-off" events that may be held at different locations within Thornton throughout the calendar year. At Thornton's sole discretion, Thornton may add or delete locations during the life of the resulting award based on a yearly need and schedule.

B.4 DELIVERY CONSIDERATIONS:

Delivery is of the essence. Successful Vendor will be required to deliver all items per the requested date at the time of order; failure to do so may result in the cancellation of services. All deliveries shall be made between the hours of 7:00 a.m. – 5:00 p.m., Monday through Friday, excluding holidays, unless otherwise directed by Thornton staff.

B.5 INVOICING REQUIREMENTS:

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

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

- Invoice number;
- Invoice date;
- Itemized charges, including unit of measurement;
- Total charge;
- Service date(s) or service period;
- Vendor Commitment Statement (VCS) (provided upon acceptance of award);
- Blanket PO number (will be provided annually to awarded Vendor; and
- Delivery location (Building name and address).

Vendor shall also provide monthly statement billing (as required).

Thornton's standard payment terms are net thirty (30) Calendar Days after receipt of an invoice. All invoices submitted shall be emailed to AP.Invoices@ThorntonCO.gov. In lieu of email, physical copies may be submitted to City of Thornton – Accounts Payable, 9500 Civic Center Drive, Thornton, CO 80229-4326. Invoices sent to anyone other than Accounts Payable are not considered to be properly submitted and will not be paid until they are properly submitted.

B.6 PROCUREMENT CARDS PAYMENT CONDITIONS:

Awarded Vendors may be asked to have the capability of accepting Thornton's authorized Procurement Card as a method of payment. No price changes or additional fee(s) may be assessed when accepting the Procurement Card as a form of payment. Vendors unable to comply with this requirement are asked to indicate such exception on Vendor letterhead. This exception will be taken into consideration during the evaluation of the received proposals.

B.7 EMERGENCY PURCHASES:

Thornton reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the awarded Vendor.

B.8 VENDOR PERFORMANCE MANAGEMENT:

Thornton may administer a Vendor performance management program as part this proposal and resulting Vendor Commitment Statement. 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.9 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: PRICING AND PROPOSAL ITEMS

C.1 PRICING INFORMATION:

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

Any omissions in this proposal shall be identified by each Vendor and incorporated into their proposal including any omissions for hardware, service, support, software, travel, shipping, etc. which is necessary to the success of the project. All items must be identified as a separate line item with pricing and included as part of this 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.

C.2 VENDOR PRICING SUBMITTAL:

All Vendor proposed pricing shall be submitted as completed on the Pricing Form (Appendix 1) listed in the Excel Spreadsheet provided by Thornton. Proposing Vendors may include a copy of their pricing on a Vendor quote as additional explanation of pricing only. Any Vendor terms and conditions, hyperlinks, or “click-through” agreements, etc. stated on a Vendor quote shall not be enforceable, unless first approved in writing by Thornton’s Purchasing Division.

Thornton’s Pricing Form shall be the official record of the Vendor’s proposed pricing submittal. The Vendor shall be deemed as non-responsive for further evaluation if the Vendor fails to complete and submit the Thornton Pricing Form that has been provided, unless otherwise approved by Thornton in writing.

C.3 VENDOR COOPERATIVE AGREEMENTS:

A proposing Vendor who has been awarded an agreement through a competitive solicitation process that has resulted in the Vendor being a part of cooperative purchasing award, may submit pricing that is in line and references the Vendor’s cooperative purchasing award, however, such reference shall be in name and pricing submittal only. For avoidance of doubt, any pricing submitted by a Vendor shall not exceed the ceiling pricing awarded to the Vendor, nor shall Thornton be bound the terms and conditions of such cooperative purchasing agreement that is held by the Vendor unless otherwise authorized in writing by Thornton’s Purchasing Division.

C.4 PRICING:

All prices quoted shall be firm and fixed for the initial award period or up to one (1) year, whichever occurs last. All proposed pricing shall include all costs, including, but not limited to, fuel surcharges, trip rates, hourly service fees, delivery charges, insurance, and environmental and/or disposal charges.

C.5 ANNUAL PRICE UPDATES:

The awarded Vendor must hold the Bid prices quoted firm until December 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

Notwithstanding the above, Thornton may, at its sole discretion, consider other publicly published pricing indices and/or modifications as deemed appropriate given market conditions. Note, Thornton is under no obligation to make such considerations and may require vendors to provide documentation substantiating any unusual market conditions beyond its control.

C.6 PROPOSAL ITEMS:

All pricing must be submitted with the attached Excel Spreadsheet titled **"253-26 Appendix 1 Pricing Form (C.6 Proposal Items) and Vendor questions.**

Pricing sheet includes the following tabs:

- Tab 1 – Table 1: Standard Portable Restroom Units
- Tab 2 – Table 2: ADA Compliant Portable Restroom Units – must meet all and most recent ADA standards, approximate dimensions.

Proposing Vendors shall provide pricing on all items within this tab. Should a Vendor be unable to provide pricing on a particular item, the Vendor must mark the "Per Item Fee" column for that bid item as "N/A" or "Not Available" to denote that the Vendor cannot provide pricing for such an item.

- Tab 3 – Table 3 Wash Stations

  Proposing Vendors shall provide pricing on all items within this tab. Should a Vendor be unable to provide pricing on a particular item, the Vendor must mark the "Per Item Fee" column for that bid item as "N/A" or "Not Available" to denote that the Vendor cannot provide pricing for such an item.

- Tab 4 -Vendor Questions

  Proposing Vendors shall provide answers to all questions stated within this tab. Responses shall either be entered into the tab itself, or stated on the Vendor's letterhead and submitted with their final bid.

  - Should the Vendor provide answers to these questions on their company's letterhead, the Vendor shall restate and number the question prior to each answer for clarity as to what is being answered when submitting to Thornton.
  - Failure to answer these questions may result in Thornton deeming the Vendor's submittal as non-responsive and excluded from further consideration.

Proposing Vendors shall provide pricing on all items within this tab. Should a Vendor be unable to provide pricing on a particular item, the Vendor must mark the "Per Item Fee" column for that bid item as "N/A" or "Not Available" to denote that the Vendor cannot provide pricing for such an item.

The Pricing Form has been provided under separate cover as a Microsoft Excel spreadsheet and is titled **"253-26 Appendix 1 Pricing Form (C.6 Proposal Items) and Vendor questions.**)". Proposing Vendors must complete the Pricing Form as part of their proposal submission.

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SECTION D: PROPOSAL INSTRUCTIONS, EVALUATION, AND AWARD

D.1 PROPOSAL POSTED LOCATIONS:

This Invitation for Bid (IFB) has been posted publicly to the following locations:

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

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

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

D.2 PROPOSAL QUESTIONS:

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

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

D.3 ADDENDA:

In the event it becomes necessary to revise, change, modify or cancel this Proposal or to provide additional information, addenda will be issued and made available on BidNet Direct and on Thornton's website. It is the responsibility of the proposer/ contractor to confirm that they have acquired all addenda related to this proposal and they have reviewed/ complied with the requirements therein.

D.4 SUBMISSION OF PROPOSALS:

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

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

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

D.5 DOCUMENTS FOR FINAL VENDOR SUBMISSION:

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

1) Section C.6 – Proposal Items. Appendix 1 Excel Pricing Form (C.6 Proposal Items) and Vendor Questions.

2) All additional technical information in support of your proposal.

3) A current copy of your company's W-9.

4) Section E.1 – Acceptance of Conditions and Addenda Acknowledgement Form.
   a) Include a current copy of your Thornton Business License if you are claiming the Local Vendor Consideration.

5) Section E.2 – References and Authorization Release Forms and three (3) references of current customers for the last five (5) years, including any government customers.

6) Section E.3 – Disclosure of Generative Artificial Intelligence (A.I.) Usage 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.

D.6 LATE PROPOSAL SUBMISSIONS:

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

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

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

D.7 AWARDS:

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

D.8 ACCEPTANCE PERIOD:

Submissions in response to this proposal shall remain valid until an award has been made to a proposing Vendor.

D.9 AWARD TERM LENGTH:

The goal of this proposal is to establish a multi-year purchasing avenue with an awarded Vendor.

The Vendor who is awarded from this proposal will be awarded through a VCS that will be renew annually from time of award through a final expiration date of December 31, 2031. Should there be no approved price adjustment made during a renewal year, then the VCS shall automatically renew with the most recent agreed upon pricing.

Thornton does not intend on signing any separate Vendor documents that contain terms and conditions (i.e., Rental Agreement). Should the Vendor require such a document(s) to be signed, at Thornton's sole discretion, Thornton may enter into a formal agreement with the awarded Vendor that will be generated on Thornton's standard General Services Agreement, instead of utilizing a simplified VCS.

D.10 POST AWARD PURCHASE ORDER:

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

D.11 STANDARD PROPOSAL CONSIDERATIONS:

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

The remainder of this page has been left blank intentionally.

SECTION E: REQUIRED VENDOR SIGNATURE FORMS

E.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: ____________________________________

Submitted By (Printed): ____________________________________

Submitted By (Signature): ____________________________________

Title: ____

Telephone Number: ______________________________________

Email: ____

Date: ____

E.2 REFERENCES AND AUTHORIZATION AND RELEASE FORM:

REFERENCE AUTHORIZATION FORM

A Corporation
By:_______________________________, A Partnership whose address is _________________
(Proposing firm) 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: ____

REFERENCE FORM

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

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

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

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

E.3 DISCLOSURE OF GENERATIVE ARTIFICIAL INTELLIGENCE (A.I.) USAGE FORM:

Generative Artificial Intelligence ("Gen AI") is a technology that can create content, including text, images, audio, or video, when prompted by a user. Generative AI systems learn patterns and relationships from large amounts of data, which enables systems to generate new content that may be similar, but not identical, to the underlying data.

The Proposing Vendor shall inform the City of Thornton (Thornton) within this form if it has used Gen AI, including Gen AI from third parties, to complete all or a portion of the submitted proposal, including but not limited to, responses to proposal questions, technical specifications, pricing, etc. The Proposing Vendor shall also clearly identify and inform Thornton of any clarifications and additional information requested by Thornton during this solicitation process of submitted information that contains Gen AI content (as applicable).

Select One:

☐ On behalf of the Proposing Vendor identified below, I hereby certify that I have read this form and affirm that all documents submitted by the Vendor in response to this proposal do <u>NOT</u> contain any content derived from a Gen AI platform or equivalent.

☐ On behalf of the Proposing Vendor identified below, I hereby certify that I have read this form and affirm that all documents submitted by the Vendor in response to this proposal <u>DO</u> contain content derived from a Gen AI platform or equivalent. Gen AI is contained in the following documents/sections/exhibits. The Vendor may attach a detailed list of the requested Gen AI disclosures on your company's letterhead if there is insufficient space to list these items below and additional space is needed by your firm.

1)

2)

3)

By signing below, the Proposing Vendor acknowledges that the information submitted within their proposal has been reviewed and submitted and that Thornton shall not be held liable by the Vendor for any mistakes or misrepresentations by the submitting Vendor regarding Gen AI.

Proposing Vendor's Name: ____

Submitted By (Printed): ____

Submitted By (Signature): ____

Title: ____

Date: ____

VENDOR CHECKLIST

This checklist is for aiding the proposing Vendor's in completing their submission, only. It is **not** a requirement for a proposing Vendor to submit this checklist with their final proposal.

Have you, as a proposing Vendor made sure to do the following with your proposal:

1) Completed and signed the "Acceptance Of Conditions And Addenda Acknowledgement Form"? Yes ☐ No ☐

2) Reviewed and understood the scope of work, and what Thornton's needs are?
Yes ☐ No ☐

3) Completed and submitted any applicable technical information in support of your submittal?
Yes ☐ No ☐

4) Completed and submitted the **Appendix 1 Pricing Form**?
Yes ☐ No ☐

5) Completed and submitted your references?
Yes ☐ No ☐

SECTION F: AUTHORIZATION FOR SOLICITATION POSTING

F.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
Digitally signed by Andrew Miskell
Date: 2026.08.25 11:24:34 -06'00'

Andrew Miskell, CPPB
Purchasing Manager