REQUEST FOR PROPOSAL (RFP)

RFP No. 134-26

COURT INTERPRETER AND TRANSLATION SERVICES

Purchasing Analyst of Record: Denise Serna

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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	**11/02/2026**	
Deadline to Submit Additional Questions	**11/16/2026**	**5:00 P.M.**
Response to Written Questions	**11/19/2026**	**5:00 P.M.**
Proposal Due Date	**11/30/2026**	**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 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 the procurement of qualified Interpreter and Translation Services for scheduled and emergency court hearings conducted in person, by telephone, or through virtual platforms as the primary need from this Request for Proposal ("RFP"). Any additional non-courtroom-related translation services may be provided by the awarded Vendor(s) at Thornton's sole discretion.

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

B.1 CURRENT STATE:

The City of Thornton is a home-rule city of almost one hundred fifty thousand plus (150,000+) citizens located northeast of Denver in Adams County, Colorado.

The City of Thornton's operations include a Municipal Court ("Court") that currently has two courtrooms and one (1) full-time municipal judge, along with Court's operational staff. Thornton Municipal Court is also reviewing its current operational efficiencies to potentially include an additional judge for increased operations.

With regards to interacting with the interpretation services Vendor, Thornton's Court operational staff are responsible for, at minimum, the following:

- Scheduling Interpreter Services as needed through email, phone calls, or any online portal or platform.
- Providing hearing information and connection details.
- Notifying the Vendor of cancellations or schedule changes as soon as possible through email, phone calls, or any online portal or platform.
- Verifying completion of services for payment purposes. (see Section B.9 Invoicing Requirements)

Thornton has elected to issue this solicitation to find Vendor(s) to provide various language needs for defendants and other persons during courtroom proceedings, which have increased year over year in needs, which has resulted in this formal RFP solicitation posting.

B.2 GOALS FROM THIS RFP:

The purpose of this solicitation is to obtain qualified interpreters and translation services to facilitate effective communication between Thornton Court proceedings and individuals that may need assistance due to limited English proficiency (LEP) and/or hearing or speaking disabilities. Services shall be provided for scheduled and emergency hearings by the awarded Vendor through various platforms.

Thornton's desired outcome from this solicitation is to find qualified Vendor(s) that can meet or exceed our goals for language services including, but not limited to:

1) Experience with courtroom interpretation and translation services.

2) Is able to provide reliable and consistent services for both scheduled and ad hoc Court needs.

3) Is able to provide interpretation services for in-person and remote/video/telephonic services and translation of written documents as needed or as directed by Court personnel.

4) Is able to provide translation of written text. This could include other languages beyond a standard Spanish translation, and is on an as-needed basis as directed by Thornton's Court personnel. Other city departments may seek similar assistance with this service.

B.3 AWARD LENGTH:

The initial award from this solicitation will be from the date of the final signature of the agreement, until **December 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's Purchasing Division.

Services shall be provided throughout the contract period, including any approved renewal or extension periods, in accordance with the terms and conditions of the resulting agreement. Thornton shall award based on our needs which could result in multiple awards. See section E.8. Awards.

B.4 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.5 SCOPE OF SERVICES – GENERAL CONSIDERATIONS:

The Vendor shall provide Interpretation and Translation services between the Court and individuals with limited English proficiency (LEP) or who are deaf or hard of hearing during courtroom proceedings. Services shall be provided for scheduled and emergency hearings conducted in person, by telephone, or through virtual platforms.

The Vendor shall provide qualified, experienced, and professional interpreting services for court-related proceedings, including but not limited to:

- Arraignments
- Initial appearances

- Pretrial hearings
- Motion hearings
- Evidentiary hearings
- Court and Trials
- Sentencing hearings
- Probation and compliance hearings
- Family, civil, juvenile, and criminal court proceedings
- Other judicial or administrative proceedings as requested

Thornton Municipal Court has a weekly interpreter docket on Thursday mornings, where three (3) Interpreters are required, and the primary language utilized is a general Spanish with no particular dialect requirement. Unique languages and other hearings are scheduled individually throughout the week during docket times (Monday through Thursday). Services shall be available for in-person, telephonic, and video remote interpreting (VRI). Thornton does not intend to pay for any leased or purchased equipment from the Vendor as a part of their video/remote Translation or Interpretation Services.

Interpreter Qualifications:

The Vendor shall ensure that Interpreters:

- For Spanish, all Interpreters must be, at minimum, listed as qualified or certified as defined by the Colorado Judicial Department's Office of Language Access (OLA);
- For languages other than Spanish, all Interpreters must be at minimum qualified or credentialed as defined by the Colorado Judicial Department's Office of Language Access (OLA);
- Are able to interpret simultaneously, and concurrently as a second option;
- Are certified in American Sign Language ("ASL"), if ASL is requested for service;
- Demonstrate fluency in spoken and written English and the requested target language;
- Adhere to the applicable Code of Professional Responsibility for Court Interpreters in the Judiciary;
- Maintain neutrality, impartiality, and confidentiality;
- Successfully pass any required background screening or security requirements established by the Court; and
- Disclose any other interpretation and/or translation certifications or qualifications. For each certification or qualification as follows:
    - Identify the name of the certification or qualification and the certifying body and the language(s) for which your personnel hold such certification.

Languages Provided:

The Vendor shall provide interpretation in commonly requested languages and make reasonable efforts to provide services in less common languages upon request. For American Sign Language (ASL) Interpreters and translation services, the Vendor shall also make reasonable efforts to provide services as requested. The Vendor shall Include the list of languages for which interpretation can be provided.

Delivery of Services:

The Vendor shall abide by the following outlines for each type of service delivery.

In-Person Interpretation**:**

- Arrival of at least thirty (30) minutes prior to the scheduled proceeding unless otherwise directed by Thornton Court staff. All Interpreters must sign in at the time of arrival and sign out after services have been completed/prior to leaving.
- Report to the designated court representative.
- Remain available until released by court personnel.
- Comply with all courthouse security and operational procedures including but not limited to, The Code of Professional Responsibility for Interpreters in the Judiciary (Exhibit 1).

Telephone Interpretation:

- Be available on demand or by scheduled appointment.
- Connect promptly using the court-designated conference platform.
- Provide clear, uninterrupted interpretation throughout the proceeding.

Video Remote Interpretation (VRI):

- Join hearings using the court-approved virtual platform.
- Maintain reliable audio and video connectivity.
- Use equipment capable of delivering high-quality audio and video.
- Ensure a private, undisturbed, and professional environment that protects confidential communications.

Scheduling and Response Time**:**

- Accept scheduled assignments during court's standard business hours as defined as Monday through Thursday, 7:00 am - 5:00 pm, excluding holidays. Court personnel shall oversee Interpreter scheduling for each court docket during the court's standard business hours. Note: if a hearing or trial extends beyond 5:00 p.m., Interpreters are

required to stay until the end of the hearing or trial, without exception (non-standard time applies to services after 5:00 pm).
- Provide emergency or expedited services when requested.
- Confirm scheduled assignments within the timeframe established by the court.
- Notify the Court immediately if an assigned interpreter becomes unavailable, and what steps are being taken to fill the vacancy.

Performance Standards**:**

- Fulfill work times by the Vendor's assigned interpreter, as scheduled, without leaving early.
  - Leaving early shall require authorization from the Court staff.
- Provide complete, accurate, impartial, and simultaneous interpretation.
- Adhere to all directions stated or provided by the Court and presiding Judge during the time within Thornton's Court building.
- Interpret without omissions, additions, or alterations.
- Never provide legal advice to defendants or the recipient of the interpretation.
- Maintain professional conduct, appearance, and courtroom decorum.
- Protect confidential information obtained during assignments.
- Comply with all applicable federal, state, and local laws governing court interpretation services.
- Courtroom interpretation sound volume should be kept in conversational tones. Note: In order not to disrupt the courtroom, voices should be kept lowered or to a minimal level.

Equipment:

For telephone and virtual services, the Vendor shall provide Interpreters with:

- High-speed internet access.
- Reliable telephone service.
- Computer or mobile device compatible with Court-approved platforms.
- Noise-free workspace.
- Headset with microphone to ensure audio quality.

Quality Assurance:

The Vendor shall implement quality assurance measures that include:

- Ongoing interpreter training.
- Performance monitoring.
- Complaint resolution procedures.

- Replacement of Interpreters at Thornton's discretion/request, who fail to meet performance expectations.
- Maintenance of certification and continuing education records.
- In-person or virtual meetings as needed by the Court.

Confidentiality:

The Vendor and all assigned Interpreters shall maintain strict confidentiality regarding all court proceedings, documents, recordings, and participant information. Information obtained during interpretation services shall not be disclosed except as required by law or authorized by the court.

Vendor Responsibilities:

- Maintain sufficient staffing to meet service demands.
- Provide a single point of contact for scheduling and issue resolution.
- Maintain appropriate liability insurance.
- Comply with all applicable labor, licensing, and employment requirements.
- Ensure continuity of services during staff absences or emergencies.
- Provide information on breaks required for any Interpreters/translators while providing services, provide detailed description (what services require for breaks, how often, time allotted, etc.).
- Provide any other details such as travel, wait time, mileage, etc.

Deliverables:

- Qualified Interpreters for each requested assignment.
- Timely confirmation of assignments.
- Reliable interpretation services in all approved service modalities.
- Accurate billing documentation.
- Periodic performance reports if requested by the Court.

Performance Metrics:

Performance may be evaluated based on:

- On-time attendance.
- Assignment fulfillment rate.
- Accuracy of translation and professionalism.
- Customer satisfaction.
- Response time to urgent requests.
- Compliance with court policies and confidentiality requirements.
- Interpreter certification and qualification compliance.

B.6 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 period of this agreement, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting agreement is to supply Thornton with its complete actual requirement of the services specified in this proposal for the contractual period.

Included in Table 1 below is information on interpreter and translation services.

Table 1

Court Hearings	Interpreter Services	Percent (%) Spanish Interpretation	Languages other Than Spanish (LOTS)	Most Common Language(s) Provided (Other than Spanish)
2024	878	82%	158	1 Dari 2 Pashto 3 Russian
2025	1,070	89%	118	1 Dari 2 Russian 3 Romanian
2026 (Current year to date totals - estimated to reach at or above 1,000)	831	85%	125	1 Dari 2 Pashto 3 Romanian

B.7 F.O.B. POINT:

F.O.B. Destination for all services, as required at the following location or as deemed by Thornton staff.

Thornton Municipal Court
9551 Civic Center Drive
Thornton, CO 80229

B.8 DELIVERY CONSIDERATIONS:

Delivery is of the essence. Successful Vendor will be required to deliver services with local employees to cover in-person services beginning after a fully executed Agreement; failure to do so may result in the cancellation of the Agreement. Delivery of services is required during Thornton Municipal Court's hours of operations, Monday through Thursday, 7:00 am – 5:00 pm., excluding holidays.

B.9 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 Vendor based on a quote.

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.

Invoices shall be monthly and include, at a minimum:

- Date of service
- Case or hearing identification number (if authorized)
- Language interpreted
- Interpreter name
- Type of service (In-Person, Telephone, or Virtual)
- Hours worked
- Hourly or contractual rate
- Total charges including travel flat rate fee
- Detail any unique or specific billing instructions for any particular language or interpreter before services are rendered.
- Name of Interpreter, Agency.

B.10 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.11 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.12 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 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 municipal courts 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

b) Please provide the number of overall Court interpretation clients that you have currently using your proposed solution, including:
   i) Within the United States; and
   ii) Within the State of Colorado

B. Proposed Vendor Staffing

1) Does your firm follow and align with the State of Colorado's OLA certifications? If not, please provide reason as to why your company does not?

2) Thornton will require in-person interpretation and translation services for Court proceedings and hearings. The Denver Metro region is considered to be the I-25 corridor that spans from Fort Collins, CO to Colorado Springs, CO. Proposing Vendors shall note that they do not need to have a physical location within the Denver Metro region to propose on this solicitation. However, a proposing Vendor that does not have an office located in the Denver Metro region **must** address how they would intend on completing the Scope of Work to Thornton's satisfaction when they provide their responses to all the proposal questions.

   a) What is the total number of interpretation and translation personnel that the Vendor has within the Denver Metro region?

   b) Of the total number of personnel listed above, how many of those persons are fluent in Spanish?

      i) **Note # 1:** Upon Thornton's request, the Vendor shall provide copies of your interpreter's certifications and qualifications prior to engaging with services with Thornton.
      ii) **Note # 2:** The proposing Vendor is encouraged, but not required, to include information regarding the interpretation personnel's background, which may include resumes as an appendix, however, each resume shall not exceed (1) page in length.

3) Are your interpretation and translation personnel direct employees of your firm, or are they considered independent contractors?

4) Thornton is required to have a minimum of three (3) interpreters onsite and in-person for each court docket on Thursdays unless otherwise directed by Court staff. Please confirm that your firm will be able to meet this requirement and provide the required staff on the day and during the required times.
   a) Does your firm have a minimum number of hours required for an in-person interpreter to be scheduled with a client for on-site work?

C. Languages Provided and Certification

1) Including Spanish, what are the top ten (10) languages that your firm provides to clients?

2) What additional languages does your firm provide for clients?

3) What are the minimum certifications that your firm requires each of your interpretation and translation personnel to hold and maintain as part of their employment for court interpretation services? This includes, but is not limited to:
   a) In-person interpretation services;
   b) Video interpretation;
   c) Telephonic communication; and
   d) Specific language certifications.

4) How does your firm determine and rate an interpreter's skill and experience level (i.e., Credentialed, qualified, conditionally approved, and registered)?

D. On-Demand Remote/Virtual/Telephonic Interpretation Services

1) Is your firm capable of providing on-demand remote, virtual, and telephonic interpretation and translation services?

2) How does a client request and access on-demand services with your firm, including how the client connects with an interpreter?

3) For telephonic interpretation services, does your firm require a client to utilize any special equipment (i.e., phone) when connecting with your firm and the individual who does not natively speak English (e.g., 3-way call)?

   a. If you have answered "Yes, we require additional or special equipment", please be detailed in your response and list what is required and what those costs are to your client.

4) For on-demand virtual services, what is the connection wait time for your clients to connect with an interpreter for:
   a) Spanish language and other top ten (10) languages offered; and
   b) Additional languages provided?

5) Please provide an example of your firm's on-demand Zoom video advisement and process.

6) Does your firm have a Service Level Agreement (SLA) for maximum allowable wait times that a client should expect for connection to on-demand services? If yes, include a copy with your final proposal.

E. Company Policies

1) What is your company's policy for an interpreter regarding lowered voices or talking at a minimum during a client's court proceedings?

2) Besides the Judiciary Code of Ethics, what other confidentiality and public court hearing ethical policies does your firm have in place for interpreters to adhere to?

3) Please provide a copy of your company's policies for interpreters to follow during Court proceedings.

F. Vendor Support Services

1) Thornton's expectation is for the Vendor to maintain a dedicated account representative throughout the contractual period, including direct phone and email contact information.

   a) Who is person that your company would assign to Thornton's account?

   b) What is the amount of time that the assigned person has been an account representative for clients with your firm?

2) What are other methods of support that your firm provides to clients outside of a dedicated representative, including but not limited to a call-center?

   a) What are the hours of operation and support hours that your firm would provide to Thornton for this additional support?

G. Billing Practices

Thornton's preference is for a flat, all-inclusive language hourly fee that includes all fees associated with service that include but are not limited to the interpreter's rate, travel, insurance, etc., Please answer the following questions.

1) Does your firm have a minimum hourly commitment for your in-person interpretation personnel?

2) Does your company charge for simultaneous or real-time interpreting for on-demand video services?

3) Is your firm able and willing to provide a flat, all-inclusive language fee? If not, you must list all fees including their associated rates, descriptions, and applicability that Thornton needs to consider as part of our evaluation of your proposal.

4) Simultaneous Interpretation is required versus consecutive, do your employees have experience in this type of Interpretive communication?

H. Dispute Resolution

1) Please describe your firm's process for handling issues that arise between your client and interpretation personnel, including but not limited to, inability to provide competent interpretation service, tardiness or failure to appear at appointments, etc.

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 VENDOR PRICING SUBMITTAL:

All Vendor proposed pricing shall be submitted as a completed on the Pricing Form listed below that has been 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.

D.3 BEST AND FINAL OFFER:

Thornton reserves the right after review and evaluation of Vendors, including after all interviews and demonstrations that have been conducted, to go back to the “short list” of Vendors to conduct a Best and Final Offer (‘BAFO”). If issued, the BAFO may be included as a final pricing evaluation tool by Thornton to aid in the award decision process.

D.4 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.

D.5 PRICING:

All prices quoted shall be firm and fixed for the initial award period, which shall be through December 31, 2027.

D.6 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.

D.7 REIMBURSEABLE EXPENSES:

Reimbursable expenses for mileage, travel time from various locations, fuel, hotel and lodging accommodations, meals, photocopying, and printing will not be applicable. All proposed Items inclusive of proposed Vendor rates shall include, but not be limited to services, travel, and insurance, incurred by the awarded Vendor during their service to Thornton that is required to complete the work.

D.8 PROPOSAL ITEMS:

The Pricing Form has been provided under separate cover as a Microsoft Excel spreadsheet and is titled "**134-26 RFP Appendix No. 1 Pricing Form**". Proposing Vendors must complete the Pricing Form as part of their proposal submission.

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
- 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 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/ Vendor 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, 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.8 – Proposal Items;

3) All technical information in support of your proposal for Video conferencing;

4) Section G.1 – Acceptance and Addenda Acknowledgement Form;

5) Section G.2 – Sample Agreement Acknowledgement Form, including any proposed redlines to Thornton's Sample Agreement;

6) Section G.3 – References and Authorization Release Form; and

7) Section G.4 – 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.

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 the Vendor's proposal submission.

With this in mind, Thornton is requesting that proposing Vendors work to limit their submissions to **twenty (20)** pages or less. This is only a request and not a hard requirement. This page count

also does not reflect Thornton required signed pages, proposed redlines to Thornton's agreement, resumes, nor any Excel document that is required to be completed by the Vendor and returned to Thornton as part of the final submission.

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 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:

Due to the nature of the items requested on this proposal, and the importance of the services that they impact, Thornton reserves the right to award one (1) or multiple Vendors as a result of this RFP. It shall be the responsibility of the Vendor to ensure that an adequate number of qualified interpretation personnel is maintained to service the Court's day-to-day operations. Repeated deficiencies will be reported to Thornton's Purchasing Division and may be grounds for disqualification and subsequent termination of the Vendor's Agreement with Thornton. Thornton reserves the right to source critical services from outside Vendors.

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) will not be immediately generated by Thornton's Contracts and Purchasing Division as a result of the Award from this solicitation. However, 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 during the stated award period. 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.

The remainder of this page has been left blank intentionally.

SECTION F: SAMPLE AGREEMENT

F.1 SAMPLE AGREEMENT:

A sample General Services Agreement (GSA) 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 sub Vendors 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: _____

Submitted By (Printed): _____

Submitted By (Signature): _____

Title: _____

Telephone Number: _____

Email: _____

Date: _____

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: _____

Submitted By (Printed): _____

Submitted By (Signature): _____

Title: _____

Date: _____

G.3 REFERENCES AND AUTHORIZATION AND RELEASE FORM:

REFERENCE AUTHORIZATION FORM

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

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: _____

G.4 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 NOT 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 DO 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: _____

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
Digitally signed by Andrew Miskell
Date: 2026.11.02 14:17:22 -07'00'

Andrew Miskell, CPPB
Purchasing Manager