CITY OF THORNTON PURCHASING DIVISION
STANDARD PROPOSAL CONSIDERATIONS

The following terms and conditions are included by reference in all Request for Proposal (RFPs) documents when indicated as such in the solicitation, and have been included with this RFP.

1) CONDITIONS OF PROPOSAL SUBMITTAL

a) All proposing firms shall comply with all conditions, requirements, and specifications contained in the applicable Request for Proposal (RFP) documents and as indicated herein, with any departure constituting sufficient cause for rejection of the Proposal.

b) The Proposal must be signed by a duly authorized official of the proposing firm submitting the Proposal.

c) No Proposal will be accepted from any person, firm, or corporation that is in arrears for any obligation to Thornton, or that otherwise may be deemed irresponsible or unresponsive by Thornton staff or Thornton City Council.

d) Only one (1) Proposal will be accepted from any person, firm, or corporation. If multiple options are requested or offered, each option must be submitted under a single Proposal and in a single envelope or box.

e) Thornton reserves the right to reject any and all Proposals, or any part thereof. The right is reserved to waive any formalities, or informalities contained in any Proposal, and to award the Project to the most responsive and responsible proposing firm as deemed in the best interest of Thornton.

f) All Proposals shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.

g) All costs, including travel and expenses incurred in the preparation of this Proposal, shall be borne solely by the proposing firm.

h) Section 7.4 of the Thornton City Charter prohibits Thornton from entering into any Contracts involving an amount in excess of one hundred dollars ($100) in which an elective or appointive officer or any member of the officer's family has any pecuniary interest, direct or indirect. Certain other restrictions may also apply to Contracts in which an employee, member of a board or commission, City Council Member or member of same's family has an existing or pending financial or personal interest. For the purposes of this Charter Section, a domestic partner shall be considered a family member. Therefore, the proposing firm shall submit the Acceptance and Acknowledgement Form, which is located within the Required Vendor Signature Forms section of the RFP document.

i) 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 RFP. If any

deviation from this policy must be disclosed seven business days prior to submission. The Purchasing Agent will make final determination ,

j) Thornton reserves the right to negotiate final terms with the selected proposing firm that may vary from those contained in this document.

k) Thornton reserves the right to request a client list from the proposing firm, for the purpose of determining potential conflicts of interest. Said list shall be considered proprietary.

l) Thornton will not return Proposals, or other information supplied to Thornton, to the proposing firms.

2) GENERAL REQUIREMENTS OF THE SUCCESSFUL PROPOSING FIRM

a) The successful proposing firm shall enter into an Agreement with Thornton in the form included as part of the RFP and incorporated by reference herein.

b) The successful proposing firm will be required to maintain insurance coverages for the duration of the Agreement period as outlined in the solicitation documents and/or sample agreement.

c) The successful proposing firm shall be prohibited from assigning or subcontracting the whole, or any part of the Agreement, without the prior written consent of Thornton.

d) The successful proposing firm shall not hire, discharge, promote, demote, or otherwise discriminate in matters of compensation, terms, conditions, or privileges of employment against any person otherwise qualified solely because of race, color, creed, religion, national origin, ancestry, gender, physical or mental disability, or age.

e) The successful proposing firm and its employees will operate as an independent contractor and will not be considered employees of Thornton.

3) TAXES

Thornton is exempt from federal excise taxes and state and local sales and use tax. Tax exempt certificates will be issued upon request. Any applicable taxes shall be shown as a separate line item in the Proposal.

4) PROPOSAL PRICING

Each Proposing Vendor must submit its proposed pricing on the Proposal forms contained within the proposal document. The Proposing Vendor shall sign its Proposal correctly, and a Proposal may be rejected if it shows any omissions, alterations of form, addition not called for, conditions or any irregularities of any kind.

Unit pricing will govern over extended prices unless otherwise stated. All prices quoted shall be firm, except in those cases where a firm price cannot be quoted due to market conditions, at Thornton's sole option, consideration may still be given to the Proposing

Vendors unable to submit firm pricing. However, those Proposing Vendors submitting firm prices will be given higher consideration over those who are unable to submit a firm price, all other factors being equal. Also, in those cases where a firm price cannot be made, all non-firm pricing shall be stated and explained as explicitly as possible, showing escalation factors, stating costs that may increase and the conditions of those increases. Also, maximum or ceiling prices should be quoted where possible when Proposals contain non-firm prices.

5) OTHER CHARGES

Proposal prices shall include as separate line items all freight (transportation) and preparation charges, applicable taxes (if any, Thornton is exempt from state taxes), and any other applicable charges fully prepaid to the point of delivery so that the Proposal price is the total price to be paid for the product. In all cases, FOB point shall be destination. Ownership of goods shall pass to Thornton at the delivery point.

6) ELECTRONIC DISTRIBUTION OF DOCUMENTS AND SUBMITTAL OF PROPOSAL

For any RFP documents provided in an electronic format, ANY ALTERATION TO THE TEXT AND SUBSTANCE SET FORTH IN THE PROPOSAL DOCUMENTS IS ABSOLUTELY PROHIBITED AND WILL RESULT IN THE IMMEDIATE REJECTION OF THE PROPOSAL. If exceptions are taken to the language provided in the Proposal Documents, they must be submitted as an attachment to the Proposal and not by alteration of the original text. Thornton's file copy of this document will be the official and binding version in determining a resolution to any discrepancy in the award or administration of a Purchase Order.

PROPOSAL SUBMITTED BY FACSIMILE ARE NOT ACCEPTABLE AND WILL BE REJECTED UPON RECEIPT. Proposing Vendors will be expected to allow adequate time for delivery of their Proposal either by upload through the electronic Vendor portal (currently BidNet Direct®), airfreight, postal service, or hand delivery.

7) GUARANTEE WITH PROPOSAL

To protect the interests of Thornton, the Proposing Vendor guarantees that the product offered is a standard new product, latest model of regular stock product, with parts regularly used for the type of product offered and also that no attachments or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices.

8) USE OF BRAND NAMES IN THE PROPOSAL

Specifications contained herein, in some cases, may refer to brand names. Unless noted otherwise, brand names and numbers are used ONLY to set forth and convey to prospective Proposing Vendors in general the type, style, character, and quality of the product desired.

If the article Proposal upon has a trade or brand name, the trade or brand name shall be shown in the Proposal.

9) SPECIFICATION DEVIATIONS BY THE PROPOSING VENDOR

Any deviation from the specifications MUST be noted in detail and submitted in writing with the Proposal. Complete specifications should be attached for any substitutions offered, or when amplifications or clarifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposing Vendor strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item(s) when offered for delivery. If specifications or descriptive papers are submitted with the Proposal, the Proposing Vendor's name should be clearly shown on each document.

The specifications, as listed herein, represent Thornton's estimation of acceptable product; however, Thornton is fully cognizant that no two (2) products from different manufacturers are identical. Therefore, if Proposing Vendor's products are similar and/or same in size, function, and operation, but some of the specifications do not completely coincide with Thornton's, as listed, Proposing Vendor shall list exceptions and explanations separately. Unless the product is identified as being a sole source specification, it is not Thornton's intent to write specifications for a product for which only one (1) manufacturer can submit a Proposal.

10) SPECIFICATION CHANGES, ADDITIONS, AND DELETIONS

All changes in specifications made by Thornton, prior to the submission of Proposals, shall be in writing and furnished to ALL Proposing Vendors via an Addendum. Verbal information obtained by Proposing Vendors will NOT be considered, and Proposing Vendors shall not be entitled to rely on verbal information.

11) PROPOSAL REJECTION OR PARTIAL ACCEPTANCE

Thornton reserves the right to reject any or all Proposals. Thornton further reserves the right to waive technicalities and informalities in Proposal, as well as to accept, in whole or in part, such Proposal where it is deemed to be in the best interests of Thornton.

12) ONE (1) PROPOSAL ACCEPTED

Only one (1) Proposal will be accepted from any one (1) firm, company, partnership or corporation. No second chance or change Proposals will be allowed. If the RFP allows for an alternative Proposal, the Proposing Vendor shall include the alternate Proposal with all other Proposals, no later than the date and time listed within the Schedule of Events, and clearly delineate the separate alternate Proposals from their main Proposal.

13) CONFIDENTIAL AND PROPRIETARY INFORMATION

Prior to award, any information contained within the Proposal may be held confidential and proprietary by Thornton, as solely determined by Thornton. After award, the information within the Proposal shall become public information, with the exception of information that has been clearly marked as confidential and proprietary by the Proposing

Vendor and provided it complies with the Colorado Open Records Act. 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 and/or not in compliance with the Colorado Open Records Act. In general, it is not acceptable to Thornton to mark information other than financial statements, project financing data, litigation history, or tax audit history as confidential and proprietary. Further, it is not acceptable to mark pricing information as confidential and proprietary. Failure to adhere to these restrictions may result in the Proposal being deemed non-responsive.

Proposing Vendors shall clearly mark such information as confidential and proprietary on each page of their Proposal that contains such information..

14) ONE (1) VENDOR PROPOSAL RESPONSE RECEIVED

If an RFP results in only one (1) Vendor response, an award will not be finalized until such time that a review of the documents determines that no collusion is evident, and that the RFP was not proprietary in nature.

15) LATE PROPOSAL

Proposing Vendors are expected to allow adequate time to upload a complete submission for consideration through the electronic Vendor portal that is currently used by Thornton (currently BidNet Direct®). BidNet® 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 of BidNet® or are received in the Purchasing Office prior to the submission deadline.

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

16) MISTAKES IN PROPOSAL

Prior to the deadline for submission of Proposals, a Proposing Vendor may correct a mistake or withdraw its Proposal. Proposal may be withdrawn provided the request is received prior to the deadline for Proposal submission. All such requests must be in writing via email, and shall state the Proposal number and submittal deadline.

After Proposals are opened, but prior to award, a mistake may be corrected only if it is a mistake in fact and not a mistake in judgment, the intent of the Proposal is obvious, and only if the initial Proposal is in substantial compliance and the correction does not improve the Proposing Vendor's competitive position.

For purposes of clarification, substantial compliance refers to errors that are not material and do not invalidate the legitimacy of the Proposal. Mistakes in form, but not in substance, may be corrected. The low Proposing Vendor will not be permitted to correct a Proposal for errors in judgment.

When a mistake or omission is not evident on the face of the Proposal and prior to award, and the Proposing Vendor points out an error and supplies documentation with clear and objective evidence, the Proposal shall be rejected without correction, and Proposing Vendor's Security, if any, will not be forfeited.

After the Proposal opening, an otherwise low Proposing Vendor will not be permitted to delete exceptions to the Proposal conditions or specifications which affect price or substantive obligations; however, the Proposing Vendor will be permitted the opportunity to furnish other information called for by the RFP and not supplied due to oversight, so long as it does not affect responsiveness.

After award, no mistakes may be corrected, and in lieu of Proposal correction, Thornton may permit a low Proposing Vendor alleging a material mistake of fact to withdraw its Proposal when there is reasonable proof that a mistake was made and the intended Proposal cannot be ascertained with reasonable certainty; however, Thornton may, at its sole discretion, retain Proposing Vendor's Proposal Security to compensate for damages which may be incurred in nullifying the award.

Nothing in this section is intended to prohibit Thornton from accepting a voluntary reduction in price from a low Proposing Vendor after the Proposal submission deadline or providing that such a reduction is not conditioned on, or results in, the modification or deletion of any conditions contained in the RFP.

17) REJECTION OF PROPOSALS

Thornton shall reserve the right to reject any and all Proposals, or any part thereof, and to waive any irregularities or informalities contained in the Proposals. Rejection of Proposals will be based on sound reasoning, and Proposals will not be rejected arbitrarily. The following criteria may be used as a basis for rejection:

a) Non-responsiveness;
b) Non-responsibility;
c) Lack of trustworthiness;
d) Price;
e) Lack of competitiveness;
f) Errors in specifications or indication that revisions would not be to the public advantage;
g) Apparent or suspected collusion;
h) Limits or lack of available funds;
i) Changes in the intended Proposal subsequent to the RFP;
j) Determination that the proposed requirement no longer exists; and/or
k) Fraud.

Additionally, there may be circumstances, as determined by Thornton, under which a Proposal may be adversely affected in its consideration by criteria other than those listed above.

18) PROPOSING VENDOR'S REPRESENTATIONS

Each Proposing Vendor by submitting a Proposal represents that:

a) Proposing Vendor has read and understands the RFP and its Proposal is made in accordance therewith.

b) When the Scope of Work or Service or Specifications require performance of any Work or Service on Thornton's site, Proposing Vendor shall have visited the site and familiarized itself with the local conditions under which the Work or Service is/are to be provided.

c) Proposing Vendor's Proposal is based upon the materials, systems, and equipment described in the RFP without exceptions.

d) Proposing Vendor understands the estimate of quantities given, if any, is to be considered as approximate only and that Thornton does not expressly or by implication represent that the actual amount of product ultimately ordered will correspond therewith. Thornton will not guarantee any minimum order amount.

e) Proposing Vendor shall not, at any time, make claim to any additional payments or consideration on account of any misunderstanding regarding the nature or amount of the product to be provided.

f) Proposing Vendor understands that an increase or decrease in the quantity for any product or in the Scope of Work or Service to be provided, shall not be regarded as grounds for a decrease or increase in unit prices or fees, except when otherwise noted on the Proposal form that in the case of indefinite quantity contracts significant increases or decreases in quantity (defined as a variance of more than twenty-five percent [25%] in any individual item) are subject to re-negotiation of prices.

g) The cost of all appurtenant items, work, material, and equipment not listed separately, not shown on the drawings, or not specified, but necessary to provide the product or Work or Service in accordance with the RFP is included in the Proposal.

h) Prices quoted on each separate product reflect the actual cost to provide the product, and Thornton reserves the right to reject any Proposal in case a Proposal price for an item or items is obviously unbalanced or appears to be so unbalanced as to adversely affect any interest of Thornton.

19) EQUAL EMPLOYMENT OPPORTUNITY

The successful Proposing Vendor shall not discriminate on the basis of race, color, creed, national origin, ancestry, age, gender, religion, or physical or mental disability in any policy or practice.

20) COMMUNICATIONS WITH THORNTON EMPLOYEES

Thornton maintains control of internal and third party communications during the procurement process to prevent biased evaluations and compromises of confidential information, and to preserve the competitiveness and integrity of the procurement efforts.

Proposing Vendors shall not disclose their pricing to any employees of Thornton other than the contact representative designated in the Proposal Documents. Attempts by Proposing Vendors to establish informal communications channels regarding this procurement will be viewed negatively and may result in rejection of the offending firm's Proposal.

21) INVOICING

Invoicing shall be on a monthly basis and include, at a minimum:

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- **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**
- **Detail any unique or specific billing instructions for any particular language or interpreter before services are rendered.**
- **Name of Interpreter, Agency.**

22) INSURANCE

The successful proposing Vendor agrees to procure and maintain in force during the term of the Agreement, at its own cost, the coverages as outlined in the General Service Agreement, including but not limited to:

- Worker's Compensation
- Commercial General Liability or Professional Liability (Minimum limits); and
- Automobile Liability Insurance