REQUEST FOR QUOTATION (RFQ)

RFQ No. 313-26
Shopping Cart Retrieval Program

SCHEDULE OF EVENTS

• **RFQ Issued**	**11/12/26**		
• **Deadline to Submit Additional Questions**	**12/08/26**	**11:00 P.M.**	**Local Time**
• **Response to Written Questions**	**12/11/26**	**11:00 P.M.**	**Local Time**
• **RFQ Due Date**	**12/15/26**	**11:00 P.M.**	**Local Time**

GENERAL INFORMATION:

The City of Thornton (Thornton) is requesting Quotations for Procurement of qualified Service Provider to collect abandoned shopping carts from public property and private properties that are accessible to the public within the Thornton city limits which have been reported by Thornton staff or residents.

BUYER CONTACT INFORMATION: The Purchasing Analyst's ("PA's") contact information from the City's Purchasing Office for this solicitation is as follows:

PA's Name: **Nykeba Klein**
PA's Title: **Purchasing Analyst II**
PA's Email: **Nykeba.Klein@thorntonco.gov**

Note: Communications with anyone other than the Purchasing Division during the course of the solicitation may result in rejection of your Quotation. All questions, comments, and submissions regarding this Request for Quotation (RFQ) shall be addressed to the Buyer, not to the end user.

CURRENT STATE:

The City previously contracted these services; however, the prior provider was unable to meet Thornton's operational requirements, specifically the provision of reliable, verifiable cart-location data needed to support retailer billing under City Code. Thornton is therefore issuing this RFQ to secure a qualified Service Provider capable of performing compliant cart retrievals within city limits and delivering the required documentation.

SCOPE OF WORK:

Thornton requires a Service Provider capable of retrieving abandoned shopping carts **strictly within Thornton city limits** and providing complete, accurate documentation for each retrieval to support City Code compliance and retailer billing. Retrievals, patrols, or time spent outside the city boundaries will not be paid. Unauthorized retrievals outside Thornton are considered non-compliant and subject to rejection.

Thornton requires that all shopping cart owners that own, possess, control or operate a retail establishment in the city or whose shopping carts become abandoned shopping carts in the city, regardless of whether the owner owns, possesses, or operates a retail establishment in the city to adhere to City Code requirements pertaining to abandoned shopping carts. Examples of code requirements include, but are not limited to, the following:

1. Provide for the prompt retrieval of abandoned shopping carts to owners to promote public health, safety, and welfare, and improve the aesthetic appearance of the city, to comply with City Code.
2. Encourage owners of shopping carts to deter, prevent and mitigate the removal of shopping carts from the premises of retail establishments and require owners to retrieve any shopping carts that were removed despite these efforts.
3. Mitigate the accumulation of abandoned shopping carts on public and private properties.

Requirements For Shopping Cart Retrieval:

Under this Award, the Service Provider shall return abandoned shopping carts at least once (1) per week or as directed by Thornton's Representative, directly to the retail owner's establishment. If the retail establishment is part of a chain business, the Service Provider shall return abandoned shopping carts to the closest location of the chain business's retail establishment in the city. Service Provider shall bring private and public property into compliance with Thornton's City Code as directed by Thornton. The services shall result in properties with an overall appearance of aesthetic quality and care with attention given to every detail of the abandoned shopping cart retrieval and return program.

Service Provider must provide:

1. Provide a toll-free phone number to report abandoned shopping carts;
2. Provide a website to report abandoned shopping carts. For carts reported through the website, Service Provider will provide an e-mail confirmation that the report has been received; and
3. Return abandoned shopping carts to retail establishments or otherwise dispose of carts that are not usable. Thornton may provide a location for recycling of metal carts at no cost to Service Provider.

Cart Retrieval Limits & Restrictions:

1. Collect carts at minimum one (1) day per week strictly in Thornton city limits. Collection day(s) will be directed by Thornton's Representative and may be required more frequently or on call as needed. If the Service Provider does not or is unable to complete collection on certain days (e.g., Saturday, Sunday, observed holidays), it shall provide a list of those days to Thornton's Representative.
2. Shopping carts located within **retailer-owned parking lots or on any retail establishment's private premises are not eligible for retrieval or payment under this award.** Retailers are responsible for retrieving carts from their own premises. The Service Provider shall only retrieve carts found in **public spaces**.
3. If the Service Provider retrieves a cart from a retailer parking lot whether intentionally or in error **the retrieval will not be paid** and may be considered noncompliance.
4. For purposes of this award, "public spaces" include:
    a. public streets
    b. Sidewalks
    c. Alleys
    d. Parks
    e. Trails
    f. drainage areas
    g. medians
    h. open spaces
    i. bus stops, and;
    j. non-retail private properties accessible to the public.

    Public spaces do **not** include retail parking lots, loading zones, storefront walkways, or any retailer-owned property.
5. Repeated attempts by the Service Provider to invoice Thornton for carts retrieved from retailer parking lots or outside city limits may result in corrective action, including withholding payment, rejection of work orders, or award termination under the terms of the award.
6. The Service Provider is prohibited from conducting routine patrols, drive-throughs, or monitoring activities within retailer parking lots or retail premises. Entry into retailer parking lots is permitted only for the purpose of returning carts to the retailer and shall not be used as an opportunity to identify carts for retrieval.
7. Collect abandoned shopping carts that are empty, as well as carts that may have litter, trash, or debris in them. If carts have debris in them, the Service Provider will place debris from carts in a plastic bag and securely tie the bag shut so debris does not blow out of the collection vehicle while transporting carts and debris. Service Provider is not required to and will not retrieve carts that clearly hold personal possessions. In those situations, Service Provider will report the location of the cart to a designated Thornton contact for assistance. Thornton may provide Service Provider with the opportunity to dispose of debris from carts at no cost.

8. Collect usable abandoned shopping carts as well as carts which are dirty, damaged, dented, in disrepair, and/or otherwise unusable.

Photographs & Proof of Retrieval Documentation:

1. Each retrieved cart must be documented with **three (3) timestamped photographs** before, during, and after retrieval taken from the **same vantage point.**
2. Photographs must clearly show:
    a. GPS- verified location within Thornton city limits
    b. Date/Time
    c. Cart owner/retailer (if identifiable)
    d. Photo documentation
3. All photographs shall be supplied in electronic JPG format at a resolution sufficient to produce a sharp 4"×6" print. Images must be compatible with standard Microsoft photo viewer software.
4. All images must support Thornton's ability to bill retailers accurately. **Missing, unclear, or incomplete photos will result in nonpayment.**

Unacceptable Actions & Nonpayment Conditions:

1. Retrievals made from retailer parking lots or any restricted private property.
2. Retrievals occurring outside Thornton city limits.
3. Missing or unclear photo documentation, including any failure to demonstrate that retrieval occurred in a public space.
4. Incomplete or inaccurate records (e.g. missing GPS location, missing date/time, no retailer identification when identifiable).
5. Repeated attempts to invoice for carts retrieved from retailer parking lots or outside city limits may result in corrective action, including:
    a. Withholding payment
    b. Rejection of work orders
    c. Award termination

Recordkeeping & Reporting Requirements:

1. The Service Provider shall maintain complete and accurate records for each cart retrieved, including:
    a. GPS- verified location within Thornton city limits
    b. Date and time of retrieval
    c. Cart owner/retailer (if identifiable)
    d. Full photo documentation as defined above
2. Monthly invoices must include itemized, auditable backup for each cart retrieved, including photographs, retrieval location, disposition, and retailer identification. Invoices lacking full documentation will be rejected.
3. The Service Provider shall submit monthly statements and invoice Thornton directly. Thornton will bill retailers as applicable under City Code.

4. Within 3 working days of request, provide Thornton with a list of retail establishments that directly contract with Service Provider for abandoned shopping cart retrieval services in the City and verify if a retail establishment is not contracted for collection.

Communication:

Service Provider shall provide the following:

1. An e-mail address to receive and confirm receipt of records of number of carts collected, owners of such carts, date and location of carts and all photographic documentation to enable prompt transmission of documents between Service Provider and Thornton staff;
2. A telephone answering service or pager, or telephone answering machine for routine verbal communication;
3. A primary phone number which is promptly answered during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, excluding Service Provider's observed holidays;

    a. A mobile phone number for Service Provider's work crew supervisor(s). The work crew supervisor's mobile phone number may be used as the primary phone number, provided it is answered every workday regardless of whether the supervisor is at work or not.

Supervision:

At least one (1) person on the Service Provider's on-site work crew shall be in a supervisory role, shall be trained and experienced in the necessary supervisory skills, shall speak, read, and write English fluently, shall be present at all times during progress of the Services, and shall be responsible for the direction of labor and equipment on the work site. The person assigned to the supervisory role during performance of the Service must be listed in Exhibit "A" as a supervisor and shall be available by cellular/mobile phone during normal work hours as defined herein.

Safety and Hazardous Conditions:

Service Provider shall notify Thornton's Code Compliance Office immediately if unsafe and/or hazardous conditions exist The Service Provider's employees and equipment shall comply with all applicable provisions of the Colorado Occupational Safety and Health Act throughout the duration of the specified Services. Thornton, its officers, employees, and agents are not responsible for injury or damage to any of the Service Provider's personnel or equipment in the performance of the Services.

Appropriate Care of Persons and Property:

Service Provider shall be responsible for maintaining all areas in a neat and orderly manner. Service Provider shall be responsible to protect persons and property in the performance of their Services.

Thornton, its officers, employees, and agents are not responsible for injury to third parties or damage to property owned by third parties caused by Service Provider's equipment or personnel in the performance of Services.

Additional Resources:

If additional resources are needed, Service Provider shall be responsible for promptly obtaining the additional resources as necessary. If Service Provider cannot timely supply the necessary resources, Thornton's Code Compliance Office has the authority and option at its sole discretion to call additional resources to complete the task**.**

F.O.B. POINT:

Various locations around the City of Thornton.

AWARD AND AWARDLENGTH:

The award from this RFQ shall be on an "all or none" basis.

The goal of this RFQ is to establish a multi-year purchasing avenue with the awarded Vendor. The term of this award shall be from the date of award through **December 31, 2031.**

All future years' usage by Thornton shall be contingent upon annual appropriations by Thornton's City Council. Thornton shall not be liable for any future charges from the awarded Vendor should funding not be appropriated by City Council.

No further extensions or renewals shall pass this date for service from the awarded Vendor, unless otherwise previously authorized in writing by the Thornton Purchasing Division.

AWARD DOCUMENTATION:

Upon Notice of Award, the Thornton Purchasing Division shall issue a Vendor Commitment Statement ("VCS") to the awarded Vendor(s) that memorializes the Scope of Work from this solicitation, along with the Vendor's awarded pricing. This VCS will be sent to the awarded Vendor for signature to finalize the award.

PRICING AND INSTRUCTIONS:

All prices shall be firm and fixed until an award has been made by Thornton. If extended unit pricing does not match total bid price, then unit pricing shall govern final evaluation amount. No changes to price shall be acceptable without first written authorization by the Contract and Purchasing Division.

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.

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.

ANNUAL PRICING UPDATES:

Upon each annual renewal of term, the Vendor may request a price adjustment for the following year. 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 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.

All price adjustments shall be based upon the Denver-Aurora-Lakewood consumer price index (CPI) and are subject to review and approval by Thornton’s Purchasing Division.

A link to this index at the time of this RFQ has been provided below.

https://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUURS48BSA0,CUUSS48BSA0

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 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.

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 should 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;
- Blanket PO number (will be provided annually to awarded Vendor); and
- Service 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.

TECHNOLOGY ACCESSIBILITY COMPLIANCE – COLORADO ANTI-DISCRIMINATION ACT ("CADA"):

As of 2021, House Bill 21-1110 and related regulations (8 CCR 1501-11) promulgated by the State of Colorado's Office of Information Technology ("OIT") require all local government technology and electronic documents (i.e., Reports generated in Adobe PDF, Word, etc.) to meet or exceed the applicable Website Content Accessibility Guidelines ("WCAG") standards, regardless of if the product/information is external facing or used solely by Thornton employees on an internal basis.

All reports generated and submitted by the awarded Vendor to Thornton shall adhere to the State of Colorado's Anti-Discrimination Act ("CADA"), including all digital accessibility requirements. All reports, diagrams, drawings, etc., provided by the Vendor to Thornton shall be in an electronic format that is usable to Thornton (e.g., Adobe PDF, Microsoft Office, etc.) either through email or download, which shall become the property of Thornton.

Proposing Vendors are to note that Thornton does not govern or have oversight over these requirements. For more information on the CADA and WCAG guidelines, please follow this hyperlink to the State's OIT website: https://oit.colorado.gov/hb21-1110-faq

VENDOR PERFORMANCE MANAGEMENT:

Thornton may administer a Vendor performance management program as part this solicitation and resulting VCS or 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.

STANDARD PROPOSAL CONSIDERATIONS:

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

VENDOR QUESTIONS:

Vendor Questions will be collected by the Buyer and answered via an addendum that shall be sent to all participating Vendors according to the Schedule of Events listed above.

PROPOSAL SUBMISSION:

Quotations are to be submitted no later than the time and date listed within the Schedule of Events listed above. Quotations shall be submitted via BidNet®. A proposing Vendor may submit multiple options for pricing or service, however, it is the **Vendor's** responsibility to present Thornton with the option the Vendor believes will best suit the Thornton's needs and that Vendor **shall state** what the best option being presented is to Thornton.

BASIS OF AWARD:

Award shall be made to the responsive, responsible, Bidder meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use. The following is a list of the criteria that may be used in determining the Award:

1) Responsiveness to the terms and conditions of the RFQ;
2) Responsibility of the Bidder;
3) Adherence to specifications and/or Scope of Work and/or Services;
4) Delivery and/or completion time;
5) Guarantees and warranties;
6) Prices quoted;
7) Local vendor consideration; and/or
8) Overall cost effectiveness and greatest benefit as deemed in the best interest of Thornton.

Thornton-based businesses may be granted consideration in evaluation of price quotes if they meet the following criteria:

A. The business maintains an office, manufacturing, training, retail, or repair facility within Thornton city limits;
B. The business has a current Thornton business license;
C. The business is current on all Thornton obligations; and
D. The Bidder requests the consideration on the Bid Proposal Form and supplies the necessary documentation.

All nonmonetary bid criteria being equal, Thornton business' price quotes will be discounted for the purpose of evaluating the quotes when compared to non-Thornton-based businesses by the lesser of five percent (5%) of the price quote or ten thousand dollars ($10,000).

The remainder of this page has been left blank intentionally.

EXHIBIT "A"

SERVICE PROVIDER'S PERSONNEL AND SUBCONTRACTORS LISTING

PERSONNEL

Employee Name:	Role/Job Title:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SUPERVISOR

Name:	Phone Numbers:
_____	_____
_____	_____
_____	_____
_____	_____

(Please use additional sheets if necessary.)

PRICING FORM

(All Quotations must be submitted on this form)

Note to Vendors: Unless listed as a separate line item, all pricing provided shall be considered as a delivered price. Both pricing and delivery time will be taken into consideration when evaluating this bid.

	DESCRIPTION	EXTENDED PRICE
1.	**Price per week for retrieval**	**$ _____**
2.	**Other Flat Fees Per Month (if any)**	**$ _____**

ACCEPTANCE OF CONDITIONS AND ADDENDA ACKNOWLEDGEMENT FORM

Vendor indicates acceptance of the following conditions:

1. 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 Bid Documents, and having full knowledge of the product requested and described herein, hereby proposes that it will fulfill the obligations contained herein in accordance with all terms, conditions, and specifications set forth; and that it will furnish all required products and pay all incidental costs all in strict conformity with these Bid Documents, for the stated prices as payment in full.

3. I acknowledge receipt of any and all published addenda:
   Yes ☐ No ☐

4. My firm is claiming the Thornton Based Business Local Vendor Consideration:
   Yes ☐ No ☐

Proposing Vendor's Name: _____

Vendor Representative (Printed): _____

Vendor Representative (Signature): _____

Title: _____

Phone Number: _____

Email: _____

Date: _____

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: _____

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 Pricing Form?
   Yes ☐ No ☐

5) Completed and submitted your references, if Thornton requested them?

   Yes ☐ No ☐