



INVITATION FOR BID (IFB)

IFB NO. 196-21

**UPS BATTERY MAINTENANCE SERVICE
AND NEW BATTERIES**

Buyer of Record: Andrew Miskell, CPPB

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SECTION A: SCHEDULE, BUYER 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.

<u>Solicitation Item</u>	<u>Date</u>	<u>Time</u>
Proposal Issued	09/28/2021	
Deadline to Submit Additional Questions	10/12/2021	2:00 P.M.
Response to Written Questions	10/18/2021	
Proposal Due Date	10/26/2021	2:00 P.M.

A.2 BUYER OF RECORD:

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

The Buyer of Record’s contact information is as follows:

Buyer Name: **Andrew Miskell, CPPB**
 Buyer Title: **Senior Purchasing Analyst**
 Buyer Email: Andrew.Miskell@ThorntonCO.gov

A.3 GENERAL SUMMARY OF PROCUREMENT NEEDS:

The City of Thornton, CO (“Thornton”) is seeking Proposals from interested firms for the purchase of services for uninterrupted power supplies (“UPS”) and batteries, including annual maintenance, troubleshooting, repairs and integrations, and other on-call, as-needed services.

SECTION B: CURRENT STATE, SCOPE OF WORK, AND SPECIAL CONSIDERATIONS**B.1 CURRENT STATE:**

The City of Thornton, CO is located along the northern boundary of Denver, CO in Adams County. Thornton owns, operates, and maintains all of its buildings, with several of these buildings containing UPS batteries to operate critical infrastructure should a power failure occur. These UPS batteries are currently maintained by an incumbent Vendor, whose contract is set to expire on December 31, 2021.

B.2 SCOPE OF WORK – GENERAL CONSIDERATIONS:

Thornton currently has UPS batteries located in four (4) different locations throughout Thornton. The awarded Vendor shall be able to service all of the UPS batteries from this solicitation with the use of their own tools, equipment, materials, and supplies, however, Thornton may elect at their sole discretion to purchase materials and/or supplies for a specific task.

The purpose of this solicitation is to secure a Vendor who can perform on-call, as-needed, and scheduled maintenance to Thornton's UPS batteries, as well as to be able to supply the UPS battery types listed within this solicitation, should the batteries need to be repaired and/or replaced. Services may also include the provision of new equipment and installation as directed by Thornton, repairs to existing equipment, and as-required preventative maintenance on existing units, in coordination with requests placed by Thornton's Agency Contact.

B.3 LOCAL CONSIDERATIONS:

With these UPS units serving critical infrastructure to Thornton, a proposing Vendor shall have a facility that is local or within a reasonable driving distance to Thornton, with the ability to service all of the UPS units when called upon. Thornton considers a reasonable driving distance to be within eighty (80) miles of Thornton's City Hall location. Vendors who do not have a service ability within this distance will not be considered for an award.

B.4 REQUIRED CERTIFICATIONS:

On most occasions, a Thornton employee will accompany the awarded Vendor while the Vendor is onsite performing their tasks as part of the resulting contractual agreement.

However, Thornton encourages the awarded Vendor to either have a current Criminal Justice Information Services ("CJIS") certification or to obtain a CJIS certification prior to final execution of the resulting contract. Thornton will not allow a Vendor to perform services on our UPS equipment

unless they have either been accompanied by a Thornton employee, or if the Vendor has a current CJIS certification on file with Thornton.

Proposing Vendors who are already have a current CJIS certification may submit a copy of their CJIS certification with their final proposal. Proposing Vendors who do not have a CJIS certification may be required to obtain the certification for their technicians assigned to the Thornton Justice Center and if a Thornton employee cannot accompany the Vendor's technician. Adequate notice will be provided to the awarded Vendor by Thornton's Information Technology (IT) department should this issue arise.

B.5 SCOPE OF WORK – PREVENTATIVE MAINTENANCE:

Thornton defines preventative maintenance to be a service call that is designed for a periodic servicing of the UPS equipment, based upon the equipment manufacturer's recommendations and Thornton's scheduling.

Upon a request by Thornton's Agency Contact, the awarded Vendor will provide a preventative maintenance schedule for existing and newly purchased equipment and any other recommendations that will aid in preserving the longevity of the Thornton owned equipment.

All preventative maintenance service calls shall be coordinated and scheduled by the awarded Vendor with Thornton's Agency Contact at least thirty (30) calendar days prior to the awarded Vendor's arrival and any work being performed.

During a preventative maintenance service call, the awarded Vendor shall perform at a minimum, the following tasks:

- 1) A visual inspection of the equipment, including subassemblies, wiring harnesses, cables, electrical contacts, and other major components;
- 2) A status check of alarm circuits;
- 3) An operational test of the system, including unit transfer and battery discharge;
- 4) A temperature check on all breakers, connections, and associated controls, along with the repairing and/or reporting of all high-temperature areas;
- 5) A check of all nuts, bolts, screws, and connections for tightness and heat discoloration;
- 6) A cleaning of foreign material, dust, dirt, and debris from internal components;

- 7) Engineering change notices and production enhancements;
- 8) A review of the system's performance with Thornton's Agency Contact to discuss any questions and schedule any necessary repairs;
- 9) All other services recommended by the manufacturer but not already listed above.

Upon the conclusion of each preventative maintenance service call, the Vendor shall provide to Thornton a service report that details the work that was performed, including dates, times, and itemized costs. "Lump sum" costs shall not be acceptable.

B.6 SCOPE OF WORK – GENERAL MAINTENANCE:

Thornton defines general maintenance to be service calls that are for repairs and replacement of all Thornton owned UPS units and equipment in which would result in the unit being restored and returned to Thornton's satisfaction.

The awarded Vendor shall be responsible for the repair and maintenance of the UPS equipment that Thornton requests of the Vendor. General maintenance may be included as its' own service call, or if any repairs are found and required during the Vendor's routine preventative maintenance call.

If during a preventative maintenance call, repairs are found to be required, the Vendor shall work to perform those repairs on-site at the Thornton facility where the equipment is located. If the equipment cannot be repaired during the service call and on-site at the Thornton facility, the Vendor may take the unit to the Vendor's facility for further repairs.

Should the unit require to be transported to the Vendor's facility, the Vendor will coordinate with the Thornton Agency Contact on scheduling the pick-up and return of the downed unit. Thornton shall not be liable for any transportation costs incurred by the Vendor of the downed unit, including but not limited to pick-up and return of the unit. The Vendor shall repair and return the downed unit back to Thornton within three (3) business days from the initial service call date. If the downed unit cannot be repaired by the Vendor before the end of the third business day, the Vendor shall provide a loaner to Thornton at no additional charge until the Thornton owned unit is operational and returned to its' facility.

All parts used by the Vendor shall be new and perform in accordance with published specifications from the original equipment manufacturer ("OEM"). Non-OEM, previously used, and refurbished parts shall not be acceptable for use unless previous written authorization is received from the Thornton Agency Contact.

The Vendor shall not be compensated for equipment or parts that are required to repair equipment that are still under warranty unless the repair was necessitated by damage resulting from neglect or abuse by Thornton.

Upon the conclusion of each general maintenance service call, the Vendor shall provide to Thornton a service report that details the work that was performed, including dates, times, and itemized costs of any repairs and a detailed list of parts utilized. "Lump sum" costs shall not be acceptable.

B.7 F.O.B. POINT:

Prices quoted and items provided by the Vendor in the resulting contractual agreement shall be F.O.B. Destination, unloaded, installed, and/or work performed at the current locations. Thornton's current locations for delivery and/or service are as follows:

- | | |
|--|---|
| 1) City Hall
9500 Civic Center Drive
Thornton, CO 80229 | 2) Justice Center (Police and Municipal Court)
9551 Civic Center Drive
Thornton, CO 80229 |
| 3) Public Safety Facility
13150 Quebec Street
Thornton, CO 80602 | 4) Thornton Water Treatment Plant
9520 Ellen Court
Thornton, CO 80229 |

Thornton reserves the right to add and delete locations as necessary during the term of the resulting award and will work with the awarded Vendor if such needs arise.

B.8 ESTIMATED QUANTITIES:

Quantities listed within this solicitation are Thornton's current and actual needs, however, they do not obligate Thornton to order or accept more than what has been placed in a given fiscal year and by the availability of appropriated funds within that fiscal year. Thornton may elect to purchase new UPS batteries through the awarded Vendor, if new units are needed by Thornton, during the term of the contract that is resulting from this solicitation.

At the locations listed above, the primary brand of battery that is utilized is an Eaton brand, however, there is no one single type of battery that is utilized across all of the locations. There are some additional other makes and models of UPS batteries that are currently used by Thornton. The following table consists of the locations, makes, models, and specific details of each battery.



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UPS Battery Maintenance Service and New Batteries

Location	Name	Make	Model	Details
City Hall	UPS 3	Eaton	Powerware 93PM	S/N: EM424UXX03, Capacity – 100
	UPS 3, Bat 1	Eaton	Powerware PWHR1220W4FR	36 Batteries, Dated 08/15/2018
	UPS 3, Bat 2	Eaton	Powerware PWHR1220W4FR	36 Batteries, Dated 08/15/2018
Justice Center	UPS	Eaton	Powerware 93PM	S/N: EK461UXX01, Capacity - 40
	UPS, Bat 1	Eaton	Powerware PWHR1234W2FR	36 Batteries, Dated 08/23/2016
	UPS, Bat 2	Eaton	Powerware PWHR1234W2FR	36 Batteries, Dated 08/23/2016
	UPS, Bat 3	Eaton	Powerware PWHR1234W2FR	36 Batteries, Dated 08/23/2016
	UPS, Bat 4	Eaton	Powerware PWHR1234W2FR	36 Batteries, Dated 08/23/2016
	UPS, Bat 5	Eaton	Powerware PWHR1234W2FR	36 Batteries, Dated 08/23/2016
Public Safety Facility	UPS	Eaton	Powerware 9390 Series	S/N: EM123CCC01, Capacity - 60
	UPS, Bat 1	Eaton	Powerware PWHR12200W4FR	36 Batteries, Dated 07/25/2017
Thornton Water Treatment Plant	UPS 1	APC	Symmetra RM	S/N: JD1031015533, Capacity – 6
	UPS 1, Bat 1	MK Battery	ESS-12T2	10 Batteries, Dated 10/01/2018
	UPS 1, Bat 2	MK Battery	ESS-12T2	10 Batteries, Dated 10/01/2018

B.9 WARRANTY ON NEW UNITS:

All new purchased and Vendor installed equipment and parts shall have a minimum of one (1) year warranty on all parts and equipment or adhere to the manufacturer's warranty, whichever may be longer.

Thornton's expectation for the Vendor is that all repair work performed by the Vendor on existing Thornton owned equipment be performed carry at least a ninety (90) calendar day warranty or if the Vendor's workmanship carries a longer warranty than 90 days, then Thornton shall follow the longer warranty period, if provided by the Vendor.

B.10 SERVICE AND DELIVERY CONSIDERATIONS:

All deliveries and general, non-emergency installations shall be made between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding City holidays, unless otherwise directed by the Thornton Agency Contact.

B.11 EMERGENCY 24-HOUR SERVICES:

Due to the items being part of Thornton's critical infrastructure, the awarded Vendor shall be available for repairs and maintenance on an emergency service basis. Thornton defines emergency service as being available twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five days per year basis, including holidays.

This service requires a live telephone answering service with the capability of contacting operating personnel at all times. Recorded telephone answering service is not acceptable. Upon an emergency call being initiated by Thornton, the Vendor shall have one (1) hour to respond to the call. After the Vendor has made contact with the requesting Thornton Agency Contact, the Vendor's technician shall arrive on-site to the Thornton facility within four (4) hours and work towards an immediate restoration of the downed unit.

The main contact name, title, phone number, and email of the individual(s) to contact for emergency service shall be furnished to Thornton prior to a final award.

B.12 EMERGENCY PURCHASES:

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

B.13 FELONY DISQUALIFICATION:

Due to the critical infrastructure and sensitive areas in which work may be performed, the awarded Vendor will 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 Contracts and Purchasing. 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.14 INVOICING REQUIREMENTS:

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

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

- Invoice number
- Invoice date
- Itemized charges, including unit of measurement
- Total charge
- Service date(s) or service period
- Blanket PO number (if utilized, will be provided annually to awarded Vendor)
- Delivery location (Building name and address)

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

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

B.15 PALLET CHARGE:

All pallets supplied by a Vendor shall be non-returnable, no deposit.

B.16 SAMPLES:

Upon request, vendors are required to furnish a sample of their service reports to be supplied at no cost to Thornton. Any sample submitted shall create an express warranty that the whole of the goods

and/or services shall conform to the sample submitted. All samples become the property of Thornton.

B.17 VENDOR PERFORMANCE MANAGEMENT:

Thornton may administer a Vendor performance management program as part this proposal and resulting contract. 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.18 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.

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SECTION C: PRICING AND PROPOSAL ITEMS**C.1 PRICING INFORMATION:**

This section shall include a description of the proposed costs and prices. All pricing information shall be limited solely to this section of your proposal. This section should address all requirements set forth in Section B as well as any other items pertinent to your proposal pricing such as additional discounts for increased quantities, 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 software, hardware, support etc. which is necessary to the success of the project and must be identified as a separate line item with pricing and included as part of this proposal. Thornton will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. Thornton reserves the right to purchase part or the entire proposal.

C.2 PRICING:

Normal business hours shall be defined as Monday thru Friday, 8:00 a.m. to 5:00 p.m., excluding holidays, unless the Vendor has a broader range of hours of operation.

After hours shall be defined as all weekend hours, and hours that fall outside of the "Normal business hours" that have been stated above.

Holiday hours shall be defined as all Thornton observed holidays. As of the time of publication of this solicitation, Thornton currently observes the following holidays:

- New Year's Day
- President's Day
- Independence Day
- Veteran's Day
- Friday following Thanksgiving
- Martin Luther King, Jr. Day
- Memorial Day
- Labor Day
- Thanksgiving
- Christmas Day

All prices and list discount percentages quoted shall be firm and fixed for the entirety of the contractual period.

All proposed unit pricing for proposed products and services shall be an all-inclusive price, with unit pricing including, but not limited to, materials, transportation, shipping/freight, mileage, labor rates, unloading, fuel, demurrage, etc.

All proposed trip charges shall be on flat, per trip cost. Thornton shall only pay for an arrival trip charge and shall not be liable for a departure trip charge for the Vendor to return to their own facility. Trip charges shall only be allowed per service call for preventative maintenance or general maintenance. Thornton shall not be liable for trip charges that require the Vendor to make multiple trips to the job site.

C.3 PROPOSAL ITEMS:

The pricing form for this solicitation shall be in a Microsoft Excel format, with a free-type ability for the Vendor to complete the form if there are any additional costs associated with your proposal. The form is under separate cover and is entitled "196-21 IFB Pricing Form 9-28-21"

Any prices not stated by the Vendor within this pricing form shall be considered by Thornton to be inclusive of the pricing that has been provided by the Vendor, with the only exception being that of future services that have not been created or available for offer by the Vendor.

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SECTION D: PROPOSAL INSTRUCTIONS, EVALUATION, AND AWARD**D.1 PROPOSAL POSTED LOCATIONS:**

This Invitation for Bid (IFB) has been posted publically 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 publically posted proposals for viewing. Both websites operate as a free to view and download option for prospective Vendors

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

D.2 PROPOSAL QUESTIONS:

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

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

D.3 ADDENDA:

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

D.4 SUBMISSION OF PROPOSALS:

Submission of proposals for this proposal 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 feel they 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 Buyer of Record prior to the question due date listed in the Schedule of Events, for instructions on where and how to submit their physical proposal. All physical proposal submissions shall be submitted and recorded no later than the date and time indicated in the Schedule of Events.

D.5 DOCUMENTS FOR FINAL VENDOR SUBMISSION:

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

- 1) Section C.3 – Proposal Items.
- 2) All additional technical information in support of your proposal.
- 3) A current copy of your company's W-9.
- 4) Section E.1 – Acceptance of Conditions and Addenda Acknowledgement Form.
 - a. Include a current copy of your Thornton Business License if you are claiming the Local Vendor Consideration.
- 5) Section E.2 – References and Authorization Release Forms.

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

Bid submissions from the Vendor community will be received up until the date and time as listed within the Schedule of Events of this solicitation, through a direct upload through the Vendor's portal in BidNet Direct® (www.BidNetDirect.com). Immediately after the closing of the bid submission time, the results will be publically opened and read aloud via Zoom. Proposing Vendors must email the Buyer of Record at least one (1) day prior to the bid closing to request the Zoom link be sent to them.

D.6 LATE PROPOSAL SUBMISSIONS:

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

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

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

D.7 AWARDS:

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

D.8 ACCEPTANCE PERIOD:

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

D.9 AWARD TERM LENGTH:

The goal of this proposal is to establish a multi-year purchasing avenue with an awarded Vendor. The Vendor who is awarded from this proposal will be awarded through a resulting contract that will last from **January 1, 2022, through December 31, 2026.**

D.10 POST AWARD PURCHASE ORDER:

All purchases made by Thornton as a result of the award for this solicitation shall be done on an as needed basis and via a purchase order that is generated by Thornton's Purchasing Division. All future year POs shall be conditional upon annual appropriation approval by Thornton's City Council. Thornton shall not be liable for any future charges from the awarded Vendor should the funding not be appropriated and approved by City Council.

D.11 STANDARD PROPOSAL CONSIDERATIONS:

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

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SECTION E: REQUIRED VENDOR SIGNATURE FORMS

E.1 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 A Thornton Based Business Local Vendor Consideration: Yes No

Proposing Vendor's Name: _____

Submitted By (Printed): _____

Submitted By (Signature): _____

Title: _____

Date: _____

Telephone Number: _____

Email: _____



E.2 REFERENCES AND AUTHORIZATION AND RELEASE FORM:

REFERENCE AUTHORIZATION FORM

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

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.

Submitted By (Printed): _____

Submitted By (Signature): _____

Title: _____

Date: _____



REFERENCE FORM

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

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

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

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

4) Company Name: _____
Street Address: _____
City, State, Zip Code: _____
Contact Person: _____
Office Phone Number: _____
Email Address: _____



E.3 BRAND RESPONSIBILITY AND CERTIFICATIONS BY THE VENDOR:

As a proposing Vendor, you are confirming that you are:

1) Capable and authorized by the manufacturer of each make and model to be able to service each of the following brands of UPS batteries, along with access to OEM parts, diagrams, and schematics:

a) **Eaton** Yes No b) **APC** Yes No c) **MK Battery** Yes No

2) Able to perform all services solely within your business, with no need to subcontract work. Yes No

a) If you have answered “No” to 2), this indicates that you are acting as the “Prime” Vendor for any work that is subcontracted out. Thornton shall not contract directly with any subcontractors and all work performed by a subcontractor shall adhere to all of the specifications from this award. As the Prime, all work and issues with said work, shall be coordinated and resolved by your firm.

Can you comply with this stipulation: Yes No

i) If you’ve answered “Yes” to 2)a), you must list who your subcontractors are, what their physical location is, and what work they will be performing, on your Vendor letterhead and submit with your final proposal. Have you completed this step? Yes No

3) Does your firm or technicians have a current CJIS certification? Yes No

a) Have you included a copy with your submission? Yes No

Proposing Vendor’s Name: _____

Submitted By (Printed): _____

Submitted By (Signature): _____

Title: _____

Date: _____

E.4 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) 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: _____

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

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

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

(On Behalf Of)
Megan deGroot
Purchasing Manager