VENDOR COMMITMENT STATEMENT

Project #:	300-25
Project Name:	Parks Division Battery-Powered Handheld Lawn and Garden Equipment
Vendor Name:	<Vendor Name>

<Vendor Name> ("Vendor"), having supplied a bid for the goods or services solicited by the City of Thornton ("Thornton") under the above-captioned project number and name, commits to supply the goods or services as further detailed below.

1) GENERAL SCOPE OF THIS WORK/SERVICES

Thornton's Parks Division is replacing its fleet of gas-powered handheld lawn and garden equipment with commercial-grade, battery-powered equipment that provides the same or similar capabilities to its existing fleet of gas-powered equipment. This project provides a purchasing avenue for the Parks Division's commercial-grade, battery-powered handheld lawn and garden equipment needs.

2) ESTIMATED QUANTITIES

There are no minimum or maximum ordering amounts. Thornton may place orders on an as-needed basis for needs that may arise. Thornton is not obligated to order or accept additional quantities beyond orders that have been placed through purchase order or procurement card. Future orders are contingent on the availability of appropriated funds.

3) ORDERING METHOD

Thornton shall place orders with the Vendor through either purchase order or procurement card (credit card). There are no price changes or fees for using a procurement card as the form of payment.

4) LENGTH OF AWARD

This award is effective from the date of award through September 30, 2030.

5) PRICING

See Exhibit A.

The Vendor may request up to two pricing updates in any 12-month period, with the first pricing update taking effect ***no sooner than*** (a) ***after*** Thornton's initial purchase and (b) ***January 1, 2026***. The request for a pricing update shall be submitted no later than sixty (60) days in advance of when the requested pricing update is to take effect.

Pricing updates are to generally be based upon and no higher than the Consumer Price Index for All Urban Consumers (CPI-U) for Denver-Aurora-Lakewood for the period preceding the pricing update request.

Thornton may, at its sole discretion, consider other bases for pricing updates, including but not limited to other publicly published pricing indices, documented price increases by equipment manufacturers, changes in tariff rates impacting the price of the equipment, or unusual market conditions beyond the control of the Vendor. The burden for establishing a bona fide basis for a pricing update rests with the Vendor.

All pricing update requests must be submitted in writing to the Thornton Purchasing Division. The Vendor must provide a complete template that includes both items with price changes as well as items where changes are not requested. Items with price increases must be clearly identified.

6) F.O.B. POINT

Prices in Exhibit A are F.O.B. Destination. All items ordered shall be delivered, as required, to the following point:

Municipal Service Center
8651 Colorado Blvd
Thornton, CO 80229
Attention: Park Maintenance Supervisor

7) DELIVERY REQUIREMENTS

Delivery is required within thirty (30) days after the Vendor's receipt of order. If a backorder situation with the manufacturer develops, the Vendor is excused from this delivery deadline, provided the Vendor provides written documentation substantiating the backorder situation and an estimated date for when the products will be delivered to Thornton.

With each delivery, the awarded Vendor shall furnish (a) a printed inventory/bill of lading/invoice with the delivery that includes the list of equipment delivered and serial numbers, so that an inventory of the shipment may be performed on-site, and (b) an electronic .csv file (e.g., Microsoft Excel file) containing a list of the delivered equipment and serial numbers, to be furnished to Thornton within three business days of the delivery.

8) WARRANTY

All items shall be warrantied from the date of acceptance of goods from the Vendor in accordance with Exhibit B.

The awarded Vendor is responsible for completing any and all warranty registration requirements in accordance with manufacturer requirements. The awarded Vendor shall furnish to Thornton all warranty-related documentation.

9) INVOICING REQUIREMENTS

Vendor shall provide invoices that include the following details:

- Invoice number;
- Invoice date;
- Itemized charges, including unit of measurement, and specific item/part number;
- Total charge;
- Service date(s) or service period;
- Purchase Order number; and
- Delivery location (Building name and address).

Payment terms are net thirty (30) calendar days after receipt of invoice from Vendor. 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.

10) 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 Vendor.

11) PALLET CHARGE

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

12) COOPERATIVE PURCHASING

The City of 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, pursuant to the Thornton Revised Municipal Code Section 26-88.

Other agencies using the solicitation and this commitment statement 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.

13) VENDOR PERFORMANCE MANAGEMENT

It is understood that Thornton may administer a vendor performance management program to evaluate performance under this award and identify any problems related to the purchased goods and services.

VENDOR ACKNOWLEDGEMENT:

____

Vendor Representative Name (Signature)

____

Vendor Representative Name (Printed)

____

Date

EXHIBIT A

PRICING

Item No.	EGO Item No.	Description	Delivered Unit Price
1	LBPX1100	EGO Pro X Cordless Backpack Blower	$
2	PHX1600	EGO Commercial Power Head	$
3	STA1600	EGO 16" Carbon Fiber String Trimmer Attachment	$
4	BCX4500	EGO Commercial 12" Brush Cutter	$
5	HTX5300-P	EGO Commercial 21" Short Pole Hedge Trimmer	$
6	HTX5300-PA	EGO Commercial 21" Articulating Pole Hedge Trimmer	$
7	CSX5007	EGO Cordless Commercial 20" Chain Saw with 8.0Ah Battery and Rapid Charger included	$
8	LBX1000	EGO Commercial 1,000CFM Leaf Blower (handheld leaf blower)	$
9	LMX5300SP	EGO Commercial 22" Lawn Mower	$
10	HPW3200	EGO POWER+ 3200 PSI Pressure Washer	$
11	PGX3100K	EGO PGX Commercial Charging Bank (for re-charging tool batteries)	$
12	PGX1600H	EGO PGX Commercial Charging 1600W Hub	$
13	PGX3000D	EGO PGX Commercial Charging 3-Port Dock	$
14	BA6720T-2	EGO Power+ 12.0 AMP Hour Battery (2-pack)	$
15	BA5600T	EGO Power+ 10.0 AMP Hour Battery	$
16	AP1500	EGO Shoulder Strap	$

EXHIBIT B

WARRANTY

Item No.	EGO Item No.	Description	Warranty Period*
1	LBPX1100	EGO Pro X Cordless Backpack Blower	Two (2) years
2	PHX1600	EGO Commercial Power Head	Two (2) years
3	STA1600	EGO 16" Carbon Fiber String Trimmer Attachment	One (1) year
4	BCX4500	EGO Commercial 12" Brush Cutter	Two (2) years
5	HTX5300-P	EGO Commercial 21" Short Pole Hedge Trimmer	Two (2) years
6	HTX5300-PA	EGO Commercial 21" Articulating Pole Hedge Trimmer	Two (2) years
7	CSX5007	EGO Cordless Commercial 20" Chain Saw with 8.0Ah Battery and Rapid Charger included	Thow (2) years
8	LBX1000	EGO Commercial 1,000CFM Leaf Blower (handheld leaf blower)	Two (2) years
9	LMX5300SP	EGO Commercial 22" Lawn Mower	Two (2) years
10	HPW3200	EGO POWER+ 3200 PSI Pressure Washer	One (1) year
11	PGX3100K	EGO PGX Commercial Charging Bank (for re-charging tool batteries)	Two (2) years
12	PGX1600H	EGO PGX Commercial Charging 1600W Hub	Two (2) years
13	PGX3000D	EGO PGX Commercial Charging 3-Port Dock	Two (2) years
14	BA6720T-2	EGO Power+ 12.0 AMP Hour Battery (2-pack)	Two (2) years
15	BA5600T	EGO Power+ 10.0 AMP Hour Battery	Two (2) years
16	AP1500	EGO Shoulder Strap	None

*Limited warranty against defects in material or workmanship.