

REQUEST FOR QUOTATION (RFQ)**RFQ No. 178-26
Festival Utility Cart and Shuttle Rentals****SCHEDULE OF EVENTS:**

RFQ Issued	03/13/2026		
Deadline to Submit Questions	03/23/2026	4:00 P.M.	Mountain Time (MT)
Response to Written Questions	03/25/2026		
Quote Due Date	03/31/2026	4:00 P.M.	Mountain Time (MT)
Award Date (tentative)	04/22/2026		

GENERAL INFORMATION:

The City of Thornton (“Thornton”) is soliciting quotations from qualified vendors for the rental of utility carts and passenger shuttles for Thornton public festivals. Thornton staff operate these vehicles to transport staff, materials, and guests before, during, and after festivals.

Thornton intends to make two (2) awards to ensure the availability of a sufficient number of utility carts and passenger shuttles to meet Thornton’s needs, including an award to a single *Primary Vendor* and an award to a single *Backup Vendor* (hereafter, collectively referred to as “awarded Vendors” or “awarded Vendor[s]”).

BUYER CONTACT INFORMATION:

The Purchasing Analyst’s contact information from Thornton’s Purchasing Division for this solicitation is as follows:

PA’s Name: Joshua Houston
PA’s Title: Senior Purchasing Analyst
PA’s Email: Joshua.Houston@thorntonco.gov

Note: Communications with anyone other than the Purchasing Division during the solicitation may result in rejection of your quotation. All questions, comments, and submissions regarding this RFQ shall be addressed to the Purchasing Analyst, not to the end user.

SCOPE OF WORK:

Thornton hosts several public festivals each year. At several of these events, Thornton staff use rented utility carts to transport staff and materials and rented passenger shuttles to

transport festival guests. Hereafter, “rental units” shall refer to both rented utility carts and rented passenger shuttles.

In addition to utility carts and passenger shuttles, Thornton has also rented related equipment and specialized vehicle configurations, including towable utility trailers, wheelchair-accessible passenger shuttles, and flatbed utility carts (hereafter, “optional equipment and specialized vehicle configurations”). Thornton is interested in these options as well.

Rental units for the following four (4) events are the primary requirement for this solicitation (hereafter, “Primary Festivals”):

- (a) *Thorntonfest*, which is a one (1)-day event held in late spring or early summer every year. In 2026, this event will be held on June 6, 2026. **This is the first event the awarded Vendor(s) will support.**
- (b) *Independence Day Celebration*, which is a one (1)-day event held on July 4th every year.
- (c) *Harvestfest*, which is a one (1)-day event held in early-to-mid fall every year. In 2026, this event will be held on October 3, 2026.
- (d) *Winterfest*, which is a three (3)-day event held in December every year. In 2026, this event will be held on December 11, 2026, through December 13, 2026.

In addition to the Primary Festivals, Thornton may have additional needs for rental units. These additional needs are within the scope of this solicitation and any resulting awards and may include:

- (a) Additional public festivals and events. These could include, by way of example, the *Eggcessible Eggstravaganza* egg hunt held in early April, or the *Barrel & Beer Festival* held in late summer.
- (b) As a temporary substitute for golf carts at the Thornton-owned Thorncreek Golf Course (“Thorncreek”). While Thorncreek has its own leased fleet of golf carts, a temporary need may arise should some of Thorncreek’s golf carts become unusable for a period (e.g., due to unforeseen maintenance issues).

UTILITY CART AND PASSENGER SHUTTLE SPECIFICATIONS:

Vendors receiving an award (primary or backup) from this solicitation shall supply rental utility carts and passenger shuttles that meet the following minimum specifications:

(a) Utility carts.

- (1) Gasoline or diesel engine model is required. Thornton also requests pricing, if offered by the Vendor, for an electric engine model.
- (2) Minimum of eleven (11) horsepower for the gasoline or diesel engine model. The electric engine model, if proposed, may have less than eleven (11) horsepower.
- (3) Be a golf-cart-style maintenance vehicle designed for turf use (similar to Yamaha Adventurer).
- (4) Storage bed mounted on the back of the vehicle with a minimum size of 27" x 39" and an 8" depth.
- (5) Include operational headlights and taillights suitable for use during evening events, including during night or limited visibility.
- (6) While not required, Thornton desires all furnished utility carts to be of the same make, model, and color to present a uniform appearance.

(b) Passenger shuttles.

- (1) Gasoline engine model is required. Thornton also requests pricing, if offered by the Vendor, for an electric engine model.
- (2) Sun canopy top that covers the passengers.
- (3) Passenger shuttle shall seat a minimum of six (6) adults, including the operator, and shall have three (3) rows of forward-facing seating.
- (4) Include operational headlights and taillights suitable for use during evening events, including during night or limited visibility.
- (5) While not required, Thornton desires all furnished passenger shuttles to be of the same make, model, and color to present a uniform appearance.

OPTIONAL EQUIPMENT AND SPECIALIZED VEHICLE CONFIGURATIONS

Vendors receiving an award (primary or backup) from this solicitation *may* supply the following:

- (a) Towable utility trailers, compatible with the proposed utility cart hitch system.
- (b) Wheelchair-accessible passenger shuttles.
- (c) Flatbed utility carts.

RENTAL PERIODS AND REQUIRED QUANTITIES:

Typically, Thornton rents a quantity of utility carts for an entire week (seven [7] consecutive Calendar Days) surrounding an event, to support set up and tear down activities (except for *Harvestfest*). Additional utility carts are typically added for the day of the event or, in the case of the *Independence Day Celebration* and *Harvestfest*, for a few days ahead of the event.

Passenger shuttles, meanwhile, are only rented for the period of the event itself, as their purpose is exclusively the transport of guests during the event. For most festivals, this is a single day, although for *Winterfest* this is a three (3)-day period.

The following are the projected rental periods for the Primary Festivals in 2026:

(a) *Thorntonfest*.

- (1) One (1)-week utility cart rental period will be June 1, 2026, through June 7, 2026.
- (2) One (1)-day utility cart and passenger shuttle rental period will be on June 6, 2026.

(b) *Independence Day Celebration*.

- (1) One (1)-week utility cart rental period will be June 29, 2026, through July 5, 2026.
- (2) Partial week utility cart rental period will be July 1, 2026, through July 4, 2026.
- (3) One (1)-day utility cart and passenger shuttle rental period will be on July 4, 2026.

(c) *Harvestfest*.

- (1) Partial week utility cart rental period will be September 30, 2026, through October 3, 2026.
- (2) One (1)-day utility cart and passenger shuttle rental period will be on October 3, 2026.

(d) *Winterfest*.

- (1) One (1)-week utility cart rental period will be December 7, 2026, through December 13, 2026.
- (2) Three (3)-day passenger shuttle rental period will be December 11, 2026, through December 13, 2026.

The *Primary Vendor* shall have the capacity to provide the maximum quantities of rental units shown below for each Primary Festival:

Table A. Maximum/best estimate quantities of rental units for Primary Festivals.

Festival	Utility carts			Passenger shuttles	
	# Rented for One (1) Week*	# Rented for Partial Week**	# Rented for One (1) Day***	# Rented for One (1) Day***	# Rented for Three (3) Days
<i>Thorntonfest</i>	4	0	19	6	0
<i>Independence Day Celebration</i>	2	8	18	7	0
<i>Harvestfest</i>	0	3	14	3	0
<i>Winterfest</i>	2	0	0	0	3

*Seven (7) consecutive Calendar Days.

**Partial week is three (3) or four (4) days and will be charged at the lesser of the (i) weekly rate or (ii) daily rate multiplied by the number of days.

***The single day is the day of the event.

The quantities listed above are the maximum quantities of rental units for which the *Primary Vendor* shall have the capacity to furnish to Thornton. Thornton may order less than the

quantities shown in the table above for the Primary Festivals, although these figures represent Thornton's best estimate of its actual needs at the time of award.

There is no minimum guarantee of rental units that Thornton will order for each Primary Festival.

Should Thornton require a quantity of rental units above the quantities shown above, Thornton will request the additional quantities from the *Primary Vendor*. The *Primary Vendor* is *not* obligated to provide additional quantities but shall make a reasonable effort to meet Thornton's full requirement.

If the *Primary Vendor* is unable to meet Thornton's full requirement, Thornton may solicit the *Backup Vendor* to meet Thornton's full requirement.

Thornton may revise the list of Primary Festivals, or the maximum quantities of rental units required for each of the Primary Festivals, upon mutual agreement with the *Primary Vendor*.

Thornton does not have established requirements or quantities for optional equipment and specialized vehicle configurations, including towable utility trailers, wheelchair-accessible passenger shuttles, and flatbed utility carts. When needed, these are anticipated to be ordered in small quantities.

ORDER PROCESS:

By January 31st of each year, Thornton will notify Vendors of the dates of the Primary Festivals and projected rental periods.

No later than three (3) weeks prior to the start of a rental period, Thornton shall confirm the dates of the rental periods and quantities of rental units, and any optional equipment and specialized vehicle configurations (if supplied by Vendors), needed for the respective rental periods. The *Primary Vendor* is expected to have sufficient fleet capacity to meet the estimated maximum quantities listed in Table A. However, the Vendor is *not* required to reserve specific units for Thornton until Thornton confirms quantities for each rental period and the rental period dates. Thornton will make reasonable efforts to notify the *Primary Vendor* of anticipated rental quantities and rental periods as early as practicable, and to confirm those details as soon as Thornton is able.

If the *Primary Vendor* is unable to meet all of Thornton's needs, the *Primary Vendor* shall notify Thornton of such within two (2) business days of Thornton's request. Thornton may then, as its discretion, solicit the *Backup Vendor* to meet Thornton's needs.

Thornton must issue a purchase order to an awarded Vendor before the Vendor commences work. Thornton may, at its discretion, issue one or more blanket purchase order(s) to awarded Vendors against which named Thornton staff may place individual rental orders.

F.O.B. POINT AND DELIVERY CONSIDERATIONS:

Delivery of rental units (and any optional equipment and specialized vehicle configurations) shall be coordinated by the Vendor with the Thornton agency contact.

Delivery of rental units (and any optional equipment and specialized vehicle configurations) shall occur the day before the rental period is to start. Unless otherwise agreed by the Thornton agency contact, delivery shall occur between 8:00 a.m. and 12:00 p.m. on the day prior to the start of the rental period (e.g., for a one [1]-day rental on the 15th of the month, the Vendor would deliver the unit on the morning of the 14th). This “morning before” arrangement is intended to ensure that Thornton has sufficient time to stage the rental units (and any optional equipment and specialized vehicle configurations) before a festival begins.

Vendor shall notify the Thornton agency contact at least twenty-four (24) hours prior to delivery to confirm the expected delivery time. Upon delivery, Vendor and Thornton staff shall verify the quantity and condition of all rental units (and any optional equipment and specialized vehicle configurations) before the Vendor departs the location. Vendors are recommended to carry spare tires and common spare parts to the delivery.

The Vendor shall pick up all rental units (and any optional equipment and specialized vehicle configurations) within one business day of the end of the rental period. If the rental period ends immediately before a weekend or holiday and the Vendor is not open for business on that weekend or holiday, the Vendor shall not charge Thornton for the additional time that Thornton is in possession of the rental units (and any optional equipment and specialized vehicle configurations) following the end of the rental period before the rental units (and any optional equipment and specialized vehicle configurations) are picked up by the Vendor, provided Thornton does not use the rental units (and any optional equipment and specialized vehicle configurations) after the rental period is over.

While Thornton is in possession of rental units (and any optional equipment and specialized vehicle configurations), Thornton will exercise reasonable care in the custody, control, and use of the rental units (and any optional equipment and specialized vehicle configurations). When not in active use, Thornton will store the rental units (and any optional equipment and specialized vehicle configurations) in a controlled area and take reasonable precautions to safeguard the equipment from damage, theft, or unauthorized use, including overnight. Thornton shall not be responsible for loss or damage resulting from causes beyond its reasonable control.

Thorntonfest, the *Independence Day Celebration*, and *Winterfest* are typically held at Carpenter Park Fields, located at 11000 Colorado Blvd, Thornton, CO 80233.

Harvestfest is typically held at Community Park, located at 2141 E 95th Ave, Thornton, CO 80229.

Event locations are subject to change. The Vendor shall deliver to any of Thornton’s facilities located within Thornton city limits, as directed by the Thornton agency contact.

All rental units (and any optional equipment and specialized vehicle configurations) delivered shall be clean, well-maintained, and in good cosmetic and mechanical condition, suitable for use at public events. Units shall not have torn seating surfaces, cracked body panels, or other visible damage that detracts from appearance or safe operation.

All rental units shall display a unique identification number or other identifying marking to assist Thornton staff in tracking equipment during the rental period.

All rental units, including any specialized vehicle configurations, shall be delivered with either a full tank of gas (diesel/gasoline) or fully charged battery (electric).

All rental units, including any specialized vehicle configurations, will be operated by Thornton staff aged 18 or older and who possess a valid driver's license.

Awarded Vendors shall furnish the make and model of rental units (and any optional equipment and specialized vehicle configurations) quoted in their response to this solicitation. Substitutions may only be made with the prior approval of Thornton and must meet or exceed the specifications in this RFQ.

RENTAL SUPPORT:

The awarded Vendor shall provide a point of contact for any issues that arise during Thornton's rental period, including weekends and holidays.

If a rental unit, or any optional equipment or specialized vehicle configurations, becomes inoperable during the rental period, Thornton will notify the Vendor as soon as practicable. Vendor shall repair or replace the unit, optional equipment, or specialized vehicle configuration if there is more than one (1) full day remaining in the rental period.

Vendor shall respond on-site to service calls within three (3) hours during rental periods for Primary Festivals, if a rental unit, optional equipment, or specialized vehicle configuration is to be repaired or replaced by the Vendor.

If a rental unit, or any optional equipment or specialized vehicle configurations, becomes inoperable and Vendor is unable to repair or replace the equipment within four (4) hours of notification, Vendor shall credit Thornton one full day of the rental fee.

MULTIPLE AWARDS AND ORDER OF PRECEDENCE:

Thornton intends to make two priority-ordered awards to ensure the availability of a sufficient number of rental units to meet Thornton's needs. Thornton reserves the right to make a single award if only one responsive and responsible Vendor is available.

Thornton intends to make a single award to a *Primary Vendor*. This is the Vendor evaluated by Thornton to have submitted the best value quote. This Vendor must have the capacity to furnish to Thornton the maximum quantities of rental units for the Primary Festivals described above under "Rental Periods and Required Quantities."

The *Primary Vendor* will also be solicited first by Thornton for any additional quantities of rental units needed for Thornton's Primary Festivals, as well as any rental units needed for additional public festivals or events, or as temporary substitutes for golf carts at Thorncreek.

Thornton intends to make one (1) award to a *Backup Vendor*. This is the Vendor evaluated by

Thornton to have submitted the second-best value quote. If the *Primary Vendor* cannot meet all of Thornton's requirements for rental units, Thornton may, at its discretion, solicit the *Backup Vendor* to meet Thornton's needs. The *Backup Vendor* shall furnish rental units at its quoted pricing.

Thornton may, at its sole discretion, replace the *Primary Vendor* with the *Backup Vendor* if required due to *Primary Vendor* performance issues or inability of the *Primary Vendor* to meet Thornton's needs.

INSURANCE:

The awarded Vendors shall maintain insurance coverage meeting the limits and requirements specified herein.

(a) Workers' compensation insurance: Statutory limits.

(b) Commercial general liability insurance at the following minimum limits:

a. Each occurrence:	\$2,000,000
b. Products/completed operations aggregate:	\$1,000,000
c. Personal and advertising injury:	\$1,000,000
d. General aggregate:	\$2,000,000

(c) Automobile Liability Insurance: Minimum combined single limits for bodily injury and property damage of not less than \$1,000,000 for any single occurrence.

The awarded Vendors shall name Thornton, its officers, agents, and employees as additional insureds with respect to the commercial general liability and auto liability coverages.

A Certificate of Insurance shall be completed and forwarded, along with the Additional Insured Endorsements, to Thornton by the awarded Vendor's insurance agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect and shall be subject to review and approval by Thornton prior to the start of any work.

AWARD LENGTH:

The initial award term from this solicitation will start from May 1, 2026, to April 30, 2027. After the initial term expires, there will be an opportunity for a mutually agreed upon annual renewal with awarded Vendors of up to four (4) years through April 30, 2031.

No further extensions or renewals shall pass this date for service from the awarded Vendors, 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 Vendors – both the *Primary Vendor* and *Backup Vendor* –

that memorializes the Scope of Work from this solicitation, along with each Vendor's awarded pricing. This VCS will be sent to the awarded Vendors for signature to finalize the award.

ANNUAL PRICING UPDATES:

Upon each annual renewal of term, the awarded Vendors may request a price adjustment for the following year. Price adjustment requests are to be made by the awarded Vendors 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 for All Urban Consumers (CPI-U) 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

VENDOR TERMS AND CONDITIONS:

If a Vendor takes exception to any of the terms and conditions in this RFQ, including the Purchase Order Terms and Conditions on the last page, or wishes to propose its own terms and conditions governing the award (e.g., a Vendor-supplied rental agreement), the Vendor *must* submit that information to Thornton with its quote.

Thornton may disqualify a Vendor if Thornton is unable to agree to the Vendor's terms and conditions.

Following award, the VCS and Thornton's Purchase Orders, including any Vendor terms and conditions that Thornton has agreed to include, shall govern the relationship between the Parties, and Thornton will *not* sign any separate rental agreements or Vendor contractual forms during performance.

QUOTE INSTRUCTIONS AND PRICING:

Vendors shall submit their quote using the attached Quote Form in Appendix No. 1.

On the first tab, "Pricing," Vendors shall provide:

- (a) In Table 1, for gas- or diesel-powered utility carts:
- (1) The make, item (a), and model, item (b), for the proposed utility cart.
 - (2) Please indicate if you are taking exceptions to the RFQ specifications for the utility cart in item (c) by selected “yes” or “no.” If you are taking exceptions, please identify in the email containing your quote which specifications you are taking exceptions to (e.g., required bed size for the utility cart).
 - (3) The price for a one (1) week rental, item (d), and one (1) day rental, item (e).
- (b) In Table 2, for electric-powered utility carts, *if proposed*:
- (1) The make, item (f), and model, item (g), for the proposed utility cart.
 - (2) Please indicate if you are taking exceptions to the RFQ specifications for the utility cart in item (h) by selected “yes” or “no.” If you are taking exceptions, please identify in the email containing your quote which specifications you are taking exceptions to (e.g., required bed size for the utility cart). **If your proposed electric-powered utility cart has less than eleven (11) horsepower, please select “yes” and provide the actual horsepower in your email.**
 - (3) The price for a one (1) week rental, item (i), and one (1) day rental, item (j).

NOTE: Electric utility carts are *not* required to be part of your quote, but Thornton is requesting pricing should the Vendor offer electric utility carts. If pricing for electric utility carts is provided, please submit with your quote information about the electric utility carts proposed, including estimated operational run time and range for a single charge, and charging time and options (e.g., can the battery be charged on site by Thornton, or must the Vendor charge all batteries at its location?).

- (c) In Table 3, for gas-powered passenger shuttles:
- (1) The make, item (k), and model, item (l), for the proposed passenger shuttle.
 - (2) Please indicate if you are taking exceptions to the RFQ specifications for the passenger shuttle in item (m) by selected “yes” or “no.” If you are taking exceptions, please identify in the email containing your quote which specifications you are taking exceptions to.
 - (3) The price for a one (1) day rental, item (n).
- (d) In Table 4, for electric-powered passenger shuttles, *if proposed*:
- (1) The make, item (o), and model, item (p), for the proposed passenger shuttle.
 - (2) Please indicate if you are taking exceptions to the RFQ specifications for the passenger shuttle in item (q) by selected “yes” or “no.” If you are taking exceptions, please identify in the email containing your quote which specifications you are taking exceptions to.
 - (3) The price for a one (1) day rental, item (r).

NOTE: Electric passenger shuttles are *not* required to be part of your quote, but Thornton is requesting pricing should the Vendor offer electric passenger shuttles. If pricing for electric passenger shuttles is provided, please submit with your quote information about

the electric passenger shuttle proposed, including estimated operational run time and range for a single charge, and charging time and options (e.g., can the battery be charged on site by Thornton, or must the Vendor charge all batteries at its location?).

- (e) In Table 5, Thornton is requesting your total round-trip fee, item (s). One “round-trip” is defined as the delivery of rental units to Thornton and the subsequent pickup of those units at the end of the rental period. This fee shall include all costs to transport, deliver, and pick-up rental units in a single round trip. This is *not* a per-rental unit fee, but rather a fee for a single, entire round-trip, during which multiple rental units may be delivered or picked up.
- (f) In Table 6, Vendors shall input the total number of round trips that would be required to deliver and pickup rental units for each of the Primary Festivals, assuming the quantities in Table A, above. For the purposes of Table 6, assume gas- or diesel-powered utility carts and gas-powered passenger shuttles.
- (g) In Table 7, Vendors shall provide their proposed make/model, daily rental price, and weekly rental price for a towable utility trailer (item [x]), wheelchair-accessible passenger shuttle (item [y]), and/or flatbed utility cart (item [z]), *if any of these are proposed by the Vendor*. Pricing for these items is *optional*, and they are *not* required to be part of your quote.

On the “Evaluated Pricing” tab, the prices entered by the Vendor on the “Pricing” tab will populate in Thornton’s pricing model. This model calculates the Vendor’s price to furnish rental units for each of the Primary Festivals, including costs to deliver and pick up the rental units. The Total Evaluated Price on this tab will be the price that Thornton uses to evaluate quotes.

While Thornton is not evaluating the prices for electric-powered utility carts, electric-powered passenger shuttles, or the optional equipment and specialized vehicle configurations as part of the pricing model, Thornton will consider both the Vendor’s ability to supply this equipment, and the relative pricing of those options, in making the final award decision.

Awarded Vendors shall not charge additional fees beyond those quoted in the pricing tables, including but not limited to environmental fees, equipment preparation fees, fuel surcharges, or administrative charges.

Finally, on the “References” tab, Vendors shall enter the requested information for three (3) past client references that Thornton may contact to obtain feedback on the Vendor’s past performance for other clients.

In addition to the Quote Form, Vendors shall submit to Thornton as part of their quote:

- (a) The completed Acceptance of Conditions and Addenda Acknowledgement Form, included in this RFQ.
- (b) Manufacturer specification sheets or product literature for proposed rental units.
- (c) The number of rental units of each type currently available for short-term rentals in the Vendor's rental fleet, in addition to any of the optional equipment and specialized vehicle configurations.
- (d) The maximum number of rental units that can be transported in a single delivery trip. Thornton reserves the right to adjust the number of delivery trips used in the evaluation model if the Vendor's stated capacity appears unreasonable or inconsistent with industry practice. Delivery vehicles shall be capable of transporting multiple rental units per trip, and vendors shall make reasonable efforts to minimize the number of trips required.
- (e) Confirmation that the Vendor is able to support all of the Primary Festivals. If the Vendor is unable to support one or more of the Primary Festivals, this *must* be identified in your quote.
- (f) Any exceptions to the terms and conditions contained in this RFQ, including the Purchase Order Terms and Conditions on the last page, or Vendor-proposed terms and conditions.
- (g) Whether the Vendor requires Thornton to refuel rental units or specialized vehicle configurations prior to pick up, or any other requirements the Vendor has of Thornton prior to pick up.
- (h) Vendor contact information.
- (i) Current Vendor W-9.
- (j) Whether the Vendor is claiming the local business preference found in § 26-230 of the Thornton City Code.

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 that 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.

VENDOR PERFORMANCE MANAGEMENT:

Thornton may administer a vendor performance management program as part this solicitation and resulting VCS. 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 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:

Vendors shall submit any questions in writing directly to the Purchasing Analyst by the date and time listed in the Schedule of Events above. Thornton intends to answer all questions received via an addendum to the RFQ that shall be sent to all participating Vendors according to the Schedule of Events listed above.

QUOTE SUBMISSION:

Quotations are to be submitted no later than the time and date listed within the Schedule of Events above. Quotations shall be submitted by direct email to the Purchasing Analyst.

Vendors may submit multiple options for pricing or products, provided each is clearly labeled as such. If submitting quotes for multiple options or products, Vendors shall submit a separate Quote Form for each option or product.

BASIS OF AWARD:

Award shall be made to the responsive, responsible Vendor meeting the stated specifications and having the lowest price consistent with the quality and service needed for effective use.

The following is a list of the criteria that will be used in determining the award:

- a. Evaluated price, as well as the relative pricing of electric utility carts, electric passenger shuttles, and any optional equipment and specialized vehicle configurations, if proposed.
- b. Compliance with all stated specifications.
- c. Ability to meet Thornton's needs.
- d. Vendor's ability to supply electric utility carts, electric passenger shuttles, and optional equipment and specialized vehicle configurations.
- e. Past performance and the results of any reference checks.
- f. Ability of Thornton to contract with the Vendor, including the acceptability of any Vendor exceptions to the terms and conditions of this RFQ and/or Vendor-proposed terms.
- g. Local business preference, if applicable.

Thornton reserves the right to reject quotes containing materially unbalanced pricing, including but not limited to unusually low rental rates combined with disproportionately high delivery fees.

Thornton-based businesses may be granted consideration in evaluation of quotes if they meet the following criteria per § 26-230 of the Thornton City Code:

- 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 Vendor requests the consideration in its quote and supplies the necessary documentation.

All non-monetary 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 twenty-thousand dollars (\$20,000).

Thornton reserves the right to request and conduct a site visit to view the Vendor's inventory of rental units prior to making an award for the purpose of verifying fleet size and quality.

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: _____

Thornton PO Terms and Conditions

Agreement Acceptance

Vendor's commencement of work on the goods or services subject to this Purchase Order or shipment of such goods, whichever occurs first, shall be deemed acceptance of this Purchase Order. Any acceptance of this Purchase Order is limited to the express terms contained on the face and back hereof. Any proposal for additional or different terms or any attempt by Vendor to vary, in any degree, any of the terms of this Purchase Order is hereby rejected. Vendor shall notify Thornton in writing within ten (10) business days if Vendor is unable to comply with any of the Purchase Order terms and conditions.

Termination for Convenience by Thornton

Thornton reserves the right to terminate this Purchase Order, or any part hereof, for its convenience. In the event of such termination, Vendor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease work. Vendor shall be paid a reasonable termination charge consisting of a percentage of the Purchase Order price reflecting the percentage of value earned prior to the notice of termination, plus actual direct costs resulting from the termination, if any. Vendor shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Vendor's suppliers or subcontractors which Vendor could reasonably have avoided. Vendor shall not be entitled to profit or overhead on unperformed work.

Termination for Cause

Thornton may terminate this Purchase Order, or any part hereof, for cause in the event of a default by Vendor, or if Vendor fails to comply with any of the terms and conditions of this Purchase Order. Late deliveries, deliveries of products which are defective or which do not conform to this Purchase Order, or failure to provide Thornton, upon request, of reasonable assurances of future performance, shall all be causes allowing Thornton to terminate this Purchase Order for cause. In the event of termination for cause, Vendor shall be liable to Thornton for any and all damages sustained by reason of the default which gave rise to the termination.

Setoff

All claims for money due, or that become due, to Vendor from Thornton shall be subject to deduction or setoff by Thornton by reason of any claim arising out of this Purchase Order or any other transaction with Vendor.

Proprietary Information Confidentiality- Advertising

Vendor shall consider all information furnished by Thornton to be confidential and shall not disclose such information to any other person, or use such information itself for any purpose other than performing this Purchase Order, unless Vendor obtains written permission from Thornton to do so. This paragraph shall apply to all drawings, specifications, or other documents prepared by Vendor for Thornton in connection with this Purchase Order. Vendor shall not advertise or publish the fact that Thornton has contracted to purchase goods or services from Vendor, nor shall any information relating to this Purchase Order be disclosed without Thornton's written permission. Unless otherwise agreed in writing, no financial or technical information disclosed in any manner or at any time by Vendor to Thornton shall be deemed secret or confidential, and Vendor shall have no rights against Thornton with respect thereto, except such rights as may exist under patent laws.

Warranty

Vendor expressly warrants that all goods or services furnished under this Purchase Order shall conform to all specifications and applicable standards, will be of new manufacture unless otherwise specified, and will be free from defects in material and workmanship. Vendor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods or services; and that any goods will be adequately contained, packaged, marked and labeled. Vendor warrants that all goods or services furnished hereunder will be merchantable, will be safe and appropriate for the purpose for which goods or services of that kind are normally used, and will conform in all respects to samples. If Vendor knows or has reason to know the particular purpose for which Thornton intends to use the goods or services, Vendor warrants that such goods or services will be fit for such particular purpose. Inspections, tests, acceptance or use of the goods or services furnished hereunder shall not affect Vendor's obligation under this warranty, and such warranties shall survive any inspections, tests, acceptance, and use. Vendor's warranty shall run to Thornton, its successors, assigns, and customers, and users of products sold by Thornton. Vendor agrees to promptly replace or correct defects in any goods or services not conforming to the foregoing warranty without expense to Thornton when notified of such nonconformity by Thornton, provided Thornton elects to provide Vendor with the opportunity to do so. In the event of failure of Vendor to promptly correct defects in or to replace non-conforming goods or services, Thornton, after reasonable notice to

Vendor, may make such corrections or replace such goods and services and charge Vendor for the cost incurred by Thornton in doing so.

Price Warranty

Vendor warrants that the prices for the goods or services sold to Thornton under this Purchase Order are not less favorable than those currently extended to any other customer for the same or similar goods or services in similar quantities. In the event Vendor reduces its price to other customers during the term of this Purchase Order, Vendor agrees to reduce the prices hereof correspondingly. Vendor warrants that prices shown on this Purchase Order shall be complete, and no additional charge of any type shall be added without Thornton's express written consent. Charges included in Vendor's price include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating.

Force Majeure

Thornton may delay delivery or acceptance of goods or services occasioned by causes beyond its control. Vendor shall hold such goods or withhold such services at the direction of Thornton and shall deliver them when the cause affecting the delay has been removed. Thornton shall be responsible only for Vendor's direct additional costs in holding the goods or delaying performance of the services at Thornton's request. Causes beyond Thornton's control shall include government action or failure of the government to act where such action is required, strike or other labor trouble, fire, unusually severe weather, acts of war, or terrorism.

Patents

Vendor agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against Thornton or its officers, employees, agents, customers, or other vendors for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark, or appearance of goods or services furnished under this Purchase Order; and Vendor further agrees to indemnify Thornton, its officers, employees, agents, and customers against any and all expenses, losses, royalties, profits and damages, including court costs and attorneys' fees, resulting from any such suit or proceeding, including any settlement. Thornton may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by Vendor.

Independent Contractor

In the event that Vendor's obligations under this Purchase Order require or contemplate performance of services by Vendor's employees, or persons under contract to Vendor, to be done on Thornton's property, or property of Thornton's customers, the Vendor agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of Thornton.

Insurance

Vendor shall maintain all necessary insurance coverages, including liability and workers' compensation insurance.

Indemnification

To the fullest extent permitted by law, Vendor agrees to defend, indemnify and hold harmless Thornton, its officers, agents, and employees, from and against all liability, judgments, damages or losses which arise out of, result from, or are in any manner connected with the work or services to be performed under this Purchase Order, to the extent it is determined such liability, judgments, damages or losses were caused by the negligent acts, errors, or omissions of Vendor, any subcontractor of Vendor, or any officer, employee or agent of Vendor, or anyone else employed directly or indirectly by any of them or anyone for whose acts any of them may be liable and will pay to Thornton any expenses incurred by reason of such liability, judgments, damages or losses, including, but not limited to, court costs and reasonable attorneys' fees incurred in defending or investigating such claims. Such payments on behalf of Thornton shall be in addition to any and all other legal remedies available to Thornton and shall not be considered Thornton's exclusive remedy.

Changes

Thornton shall have the right, at any time, to make changes in drawings, designs, specifications, materials, packaging, time, or place of delivery, and method of transportation. If any such changes cause an increase or decrease in the cost or time required for the performance of the work or services under this Purchase Order, an equitable adjustment shall be made and this Purchase Order shall be modified in writing accordingly.

Inspection/Testing/Review

Payment for goods or services delivered under this Purchase Order shall not constitute acceptance thereof. Thornton shall have the right to inspect such goods or review such services or work product and to reject any or all of such goods or services which are, in Thornton's judgment, defective or non-conforming. Goods rejected and goods supplied in excess of quantities called for herein may be returned to Vendor at Vendor's expense, and in addition to Thornton's other rights, Thornton may charge Vendor all expenses of unpacking, examining, re-packing and re-shipping such goods. In the event Thornton receives defective or nonconforming goods where it is not apparent on examination that they are defective or nonconforming, Thornton reserves the right to require replacement, as well as payment of damages.

Thornton shall have the right to require revisions or re-performance of services which are, in Thornton's judgment, incomplete, incorrect, or non-conforming.

Nothing contained in this Purchase Order shall relieve, in any way, Vendor from the obligation of testing, inspection, and quality control.

Entire Agreement

This Purchase Order and any and all solicitation documents referred to on the face hereof, unless noted otherwise, constitute the entire agreement between the parties.

Assignments and Subcontracting

No part of this Purchase Order may be assigned or sub-contracted without the prior written approval of Thornton.

Shipment

If in order to comply with Thornton's required delivery date, it becomes necessary for Vendor to ship by a more expensive way than specified in the Purchase Order, any increased transportation costs resulting therefrom shall be paid for by Vendor without reimbursement by Thornton, unless the necessity for such expedited shipping has been caused by Thornton.

Waiver

Thornton's failure to insist on performance of any of the terms or conditions of this Purchase Order, or to exercise any right or privilege, or Thornton's waiver of any breach hereunder, shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.

Time is of the Essence

Time is of the essence and if delivery of items or rendering of services required by this Purchase Order is not completed by the time promised, Thornton reserves the right, without liability and in addition to its other rights and remedies, to terminate this Purchase Order by notice effective when received by Vendor as to items not yet shipped, or services not yet rendered, and to purchase substitute items or services elsewhere and charge Vendor for any loss incurred.

Limitation on Thornton's Liability

In no event shall Thornton be liable for anticipated profits or for incidental or consequential damages. Thornton's liability on any claim of any kind for any loss or damage arising out of or in connection with, or resulting from this Purchase Order, or from the performance or breach thereof, shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim. Thornton shall not be liable for penalties of any description.

Non-Appropriation of Funds

In the event that Thornton's legislative body fails to appropriate funds for the continuation of a multi-term agreement for any fiscal year past the first fiscal year, Thornton may, at the beginning of the fiscal year for which its legislative body does not appropriate funds and upon thirty (30) Calendar days prior written notice, terminate this Purchase Order without penalty and thereupon be released of any further obligations.

Venue/Law/Statute of Limitations

This Purchase Order shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof or the work or services be provided hereunder shall be brought in the District Court, County of Adams, State of Colorado. Any action arising out or relating to this Purchase Order or the work or services to be provided hereunder asserted by Vendor against Thornton shall be brought within two (2) years from when the action accrues, pursuant to C.R.S. § 13-80-102 (h).