DRAFT INVITATION FOR BID (IFB)

IFB No. 204-26

Comprehensive UPS Lifecycle Support and Maintenance Services

Purchasing Analyst of Record: Joshua Houston

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City Hall – 2nd Floor
Contracts and Purchasing Division
9500 Civic Center Drive
Thornton, CO 80229-4326
Main Phone: (303) 538-7325

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SECTION A: SCHEDULE, PURCHASING ANALYST 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.

Solicitation Item	Date	Time
Draft Invitation for Bids (IFB)/RFI Issued	**08/11/26**	
Draft IFB/RFI Vendor Feedback Due	**08/21/26**	**4:30 P.M.**
Invitation for Bids (IFB) Issued (tentative)	**08/31/26**	
Deadline to Submit Questions (tentative)	**09/09/26**	**4:30 P.M.**
Response to Written Questions (tentative)	**09/15/26**	
Bid Due Date (tentative)	**09/28/26**	**4:30 P.M.**
Bid Opening (tentative)	**09/29/26**	**9:00 A.M.**
Location of Bid Opening	**Virtual/Microsoft Teams**	

A.2 PURCHASING ANALYST OF RECORD:

The Purchasing Analyst 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 direct email to the Purchasing Analyst. No communication is to be directed to any other Thornton personnel.

The Purchasing Analyst of Record's contact information is as follows:

Name: **Joshua Houston**
Title: **Senior Purchasing Analyst**
Email: **Joshua.Houston@thorntonco.gov**

A.3 GENERAL SUMMARY OF PROCUREMENT NEEDS:

The City of Thornton, CO ("Thornton") is seeking Bids for the purchase, installation, configuration, and startup of new and replacement UPS (uninterruptible power supply) systems, batteries, and related components; biannual (twice yearly) preventative maintenance services for Thornton's existing UPS systems; and as-needed corrective maintenance, technical support, and emergency response.

A.4 DRAFT IFB / REQUEST FOR INFORMATION (RFI):

This is a *draft* IFB and Request for Information (RFI). Interested vendors are invited to provide feedback on this draft solicitation before publication of the actual IFB. Vendors are invited to comment and provide feedback on:

- Any additional information the Vendor would need to submit a Bid.
- Any apparent ambiguities in the work tasks or service level requirements.
- The pricing model, as described in Section C.5 and reflected in **Appendix No. 3**.
- The special responsibility questions in **Appendix No. 4**.
- Any other aspect of the draft solicitation and its appendices.

Feedback shall be provided to the Purchasing Analyst of Record no later than the date indicated in the Schedule of Events. All feedback is to be e-mailed to Joshua.Houston@thorntonco.gov.

This draft IFB and RFI is issued *solely* for informational and planning purposes and is *not* a solicitation for Proposals, Bids, or Quotations. Release of this draft IFB and RFI shall *not* be construed as a commitment to procure these services. Responses are *not* offers or Bids and *cannot* be accepted by Thornton to form a binding contract or agreement.

Thornton will *not* pay for any cost incurred by Vendors in responding to this draft IFB and RFI; all associated costs with submitting a response are solely at the respondent's expense.

Respondents should indicate which information in their response, if any, they consider to be proprietary.

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

B.1 CURRENT STATE:

Thornton is a home-rule city in Adams County, Colorado, located ten (10) miles northeast of Denver.

There are five (5) UPS systems at five (5) Thornton facilities that will be covered by this Project. The facilities are Thornton's City Hall, Thornton's Justice Center (which includes the Thornton Police Department headquarters and Thornton Municipal Court), Fossil Ridge Public Safety Center (a facility combining Thornton police and fire operations), the Thornton Water Treatment Plant, and the Wes Brown Water Treatment Plant. The UPS systems at these facilities ensure continued power to critical infrastructure and City operations. Thornton employs Eaton and Liebert UPS systems at these facilities.

The incumbent contract for these services, performed by Quality Uptime Services of Danbury, Connecticut, ends on December 31, 2026.

B.2 SCOPE OF WORK:

The awarded Vendor shall perform three (3) Tasks:

B.2.1 Task 1: Purchase and installation of new and replacement UPS systems, batteries, and related components

As needed by Thornton, furnish, install, configure, and startup new or replacement UPS systems, batteries, and related components[1] to meet Thornton's needs. Thornton anticipates purchasing UPS systems and batteries of the same makes and models as Thornton currently uses; see **Appendix No. 1**, *Thornton UPS Systems and Batteries*. The awarded Vendor shall be able to supply these makes and models in accordance with **Appendix No. 2**, *Service Level Agreement (SLA)*.

B.2.2 Task 2: Biannual (twice yearly) preventative maintenance services

Perform biannual (twice yearly) preventative maintenance services on covered UPS systems. Services shall be performed to the manufacturer's recommendations and include the tasks outlined in **Appendix No. 2**, *Service Level Agreement (SLA)*. All preventative maintenance service visits shall be scheduled no later than thirty (30) calendar days in advance.

[1] In this context, "new" UPS systems and batteries refers to the purchase and installation of UPS systems and batteries in locations *not* previously serviced by a UPS system. "Replacement" UPS systems and batteries refers to the purchase and installation of UPS systems and batteries in locations currently serviced by an existing UPS system that is being replaced in whole or in part (due to planned phase out or upgrade, to correct a deficiency, etc.). In either case, the awarded Vendor shall supply *only* new original equipment manufacturer parts to Thornton, unless otherwise approved in writing by Thornton.

B.2.3 Task 3: Corrective maintenance, technical support, and emergency response

As needed by Thornton, and in accordance with **Appendix No. 2**, *Service Level Agreement (SLA)*, perform (a) corrective maintenance (e.g., repairing issues identified during the preventative maintenance visit, or issues identified by Thornton outside of preventative maintenance services, to bring the UPS system back to full operation); (b) technical support (e.g., troubleshooting faults or making technical recommendations to Thornton); and (c) emergency response services.

The awarded Vendor shall supply all tools, equipment, materials, and supplies required to perform the services. At its sole discretion, Thornton may elect to purchase supplies or equipment for specific tasks.

B.3 SERVICE RADIUS REQUIREMENT:

Bidders *must* have at least one (1) qualified field service technician available and able to perform preventative and corrective maintenance, technical support, and emergency response services located within eighty (80) miles of Thornton's City Hall, located at 9500 Civic Center Drive, Thornton, CO 80229. "Located" means the technician is routinely dispatched from a service office, residence, or designated duty station within an 80-mile radius of Thornton's City Hall.

This requirement ensures the awarded Vendor can provide timely on-call services in accordance with **Appendix No. 2**, *Service Level Agreement (SLA)*. Bidders who do not have technicians located within eighty (80) miles will ***not*** be considered.

B.4 ESTIMATED QUANTITIES:

Quantities listed are Thornton's best estimate and do not obligate Thornton to order or accept more than Thornton's actual requirements during the period of this Agreement, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting Agreement is to supply Thornton with its complete actual requirement of the materials and services specified in this solicitation for the Agreement period.

B.5 F.O.B. POINT:

All prices shall be F.O.B. Destination and delivered, unloaded, and installed, as required. Thornton's current locations for UPS systems and listed below. Thornton reserves the right to add or delete locations as necessary during the term of the Agreement and will negotiate such changes with the awarded Vendor.

City Hall
9500 Civic Center Drive
Thornton, CO 80229

Justice Center (Police Department headquarters and Municipal Court)
9551 Civic Center Drive
Thornton, CO 80229

Fossil Ridge Public Safety Center (Thornton Police and Fire Operations)
13150 Quebec Street
Thornton, CO 80602

Water Treatment Plant
920 Thornton Parkway
Thornton, CO 80229

Wes Brown Water Treatment Plant
3651 E 86th Ave
Thornton, CO 80229

B.6 AWARD TERM LENGTH:

The goal of this IFB is to establish a multi-year purchasing avenue with an awarded Vendor.

The Vendor who is awarded from this solicitation will be awarded through a subsequent Agreement that will last from **January 1, 2027, through December 31, 2027**. After this initial term expires, there will be the opportunity for a mutually agreed annual renewal for up to **four (4)** additional one-year terms.

All future renewal periods will be executed by a contractual amendment.

B.7 CRIMINAL JUSTICE INFORMATION SERVICES (CJIS) CLEARANCE:

Thornton encourages Bidders to obtain CJIS clearance, which will enable the awarded Vendor to perform services at the Thornton Justice Center without a Thornton Information Technology Department escort. CJIS clearance is not required, however, and Thornton IT will be able to escort an awarded Vendor without CJIS clearance.

B.8 WARRANTIES:

See **Appendix No. 2**, *Service Level Agreement (SLA)*.

B.9 SERVICE HOURS AND HOLIDAYS:

All deliveries and non-emergency services shall be made or performed between the hours of 8:00 a.m. MT and 5:00 p.m. MT Monday through Friday, excluding City holidays, unless otherwise directed by Thornton (“normal business hours”).

“After hours” shall be defined as all weekend hours, and hours that fall outside of normal business hours, as defined above.

“Holiday hours” are hours that occur on Thornton-observed holidays, which are the following:[2]

- New Year’s Day.
- Martin Luther King Jr. Day.
- Presidents’ Day.
- Memorial Day.
- Juneteenth.
- Independence Day.
- Labor Day.
- Veterans Day.
- Thanksgiving Day.
- Day After Thanksgiving.
- Christmas Day.

B.10 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;
- Vendor Agreement number (provided upon acceptance of award);
- Blanket PO number (will be provided annually to awarded Vendor; and
- 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.

[2] City holidays are listed here: https://www.thorntonco.gov/community-culture/about-thornton#cityholidays.

B.11 FELONY DISQUALIFICATION:

The Vendor shall 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 IFB unless the Vendor receives prior written permission from the Director of Support Services. 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.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 VENDOR PERFORMANCE MANAGEMENT:

Thornton may administer a Vendor performance management program as part this Bid and resulting agreement. The purpose of this program is to create a method for documenting and advising Thornton of exceptional performance or any problems related to the purchased goods and services.

B.14 PALLET CHARGE:

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

B.15 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 from other municipalities and political subdivisions 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 BID 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 Bid. This section should address all requirements set forth in Section B as well as any other items pertinent to your Bid pricing such as additional discounts for increased quantities, service requirements, 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 IFB shall be identified by each Vendor and incorporated into their Bid including any omissions for hardware, service, support, software, travel, shipping, etc. which is necessary to the success of the project. All items must be identified as a separate line item with pricing and included as part of this RFP, unless otherwise requested by Thornton. Thornton will not increase any subsequent Agreement or purchase order (neither dollar amount or time) for items not included in the submitted Bid documents. Thornton reserves the right to purchase part or the entire Bid.

C.2 TARIFFS:

Thornton recognizes the ever-changing geopolitical climate and how this affects the Supplier's pricing. For the sake of convenience, all pricing submitted with this Bid shall contain all costs, including tariffs that are in place at the time of Bid submission.

If a during an awarded period with Thornton, the Supplier sees an increase in the steel and/or plastic prices due to tariffs, then the awarded Supplier is to document this change and submit it with their requested pricing updates. No requested pricing update shall be allowed more than once in any given renewal period.

If during an awarded period with Thornton, the Supplier sees a decrease or elimination of the tariffs that are in place at the time of Bid submission, then Thornton will expect the awarded Supplier to immediately reduce their agreed upon pricing to Thornton by no less than what the reduced/eliminated tariffs had been set at.

C.3 PRICING:

All prices quoted shall be firm and fixed for the initial award period of January 1, 2027, through December 31, 2027.

C.4 ANNUAL PRICE UPDATES:

The awarded Vendor must hold the Bid prices quoted firm until December 31, 2027, after which time the Vendor may request annual price adjustments for inflation based on the Denver-Aurora-Lakewood Price Index upon mutual agreement of the Parties.

Price adjustment requests are to be made by the Vendor in writing (e.g., email) to the Thornton Purchasing Division, no later than sixty (60) Calendar Days prior to the Agreement's 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 of the Agreement.

A link to index that is current at the time of this solicitation has been provided below:

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

Notwithstanding the above, Thornton may, at its sole discretion, consider other publicly published pricing indices and/or modifications as deemed appropriate given market conditions. Note, Thornton is under no obligation to make such considerations and may require vendors to provide documentation substantiating any unusual market conditions beyond its control.

C.5 BID ITEMS:

The Pricing Form has been provided under separate cover as a Microsoft Excel spreadsheet in **Appendix No. 3**. Vendors must complete the Pricing Form as part of their Bid submission.

The Vendor's Bid price includes:

- The Vendor's prices to perform the biannual preventative maintenance services under Task 2 in the first year of performance; and
- The Vendor's hourly labor rates, discounts against manufacturer's suggested retail prices (MSRPs), and trip charges in the first year of performance, through application to Thornton-defined pricing models intended to represent potential work under Task 1 and Task 3. These standardized pricing models represent typical work that may occur under Tasks 1 and 3. These models are for Bid evaluation purposes only and are intended solely to provide a common basis for comparing Vendor pricing using anticipated contract usage. The pricing models do not represent actual anticipated purchases and do not obligate Thornton to purchase any minimum quantity of goods or services. The labor hours, number of trips, and equipment quantities shown in the pricing models are fixed evaluation assumptions established by Thornton. Vendors shall not modify these assumptions.

The prices to perform the biannual preventative maintenance services under Task 2 shall remain firm and fixed for January 1, 2027, through December 31, 2027, and are then subject to the annual price updates clause in section C.4. Similarly, the hourly labor rates and trip charges shall remain firm and fixed for January 1, 2027, through December 31, 2027, and are then subject to the annual price updates clause in section C.4.

Discount percentages against MSRPs shall remain firm and fixed for the duration of the agreement and shall apply to the manufacturer's then-current published MSRP at the time of purchase, unless changes to the discount percentage are otherwise agreed between the awarded Vendor and Thornton.

On the first tab, **Labor**, Vendors are to input their hourly labor rates for (1) a field technician and (2) an electrician. For the field technician, rates are to be provided for normal business hours (cell C2), after hours (cell D2), and holiday hours (cell E2) as defined in section B.9. Only a normal business hours rate is requested for the electrician (cell C3).

On the second tab, **Equipment**, vendors are to input their discounts against MSRPs for each manufacturer listed, expressed as a percentage off the manufacturer's current published MSRP in effect at the time of Bid submission (cells C2 through C5).

On the third tab, **Trip Charge**, Vendors are to input their round-trip charge for routine service calls (cell C2) and for emergency response calls (cell C3). Trip charges shall *not* be charged for preventative maintenance visits. Emergency response calls are those which require onsite arrival within four (4) hours of the request, as described in **Appendix No. 2**.

On the fourth tab, **Task 1**, the spreadsheet will apply the Vendor’s hourly labor rates, discounts against MSRPs, and trip charges to Thornton’s defined pricing model to produce a price to perform the sample services listed, which include the purchase and installation of a replacement UPS system batteries (scenario 1) and the purchase and installation of a replacement UPS capacitor (scenario 2). The worksheet automatically calculates the evaluated price using the vendor's submitted labor rates, equipment discounts, and trip charges. For simplicity, these pricing models omit shipping/delivery charges and any costs related to the disposition of any incumbent/replaced system. Vendors shall *not* enter data on this worksheet.

On the fifth tab, **Task 2**, Vendors are to input prices for preventative maintenance services for each UPS system listed (cells H4 through H8). Vendors shall enter the price to perform one (1) preventative maintenance visit for each UPS system (including all batteries and components per **Appendix No. 1**) listed. The spreadsheet automatically multiplies this amount by two (2) to calculate the first-year cost for biannual service. The price to perform preventative maintenance services shall be all inclusive, including all labor, travel, fuel surcharges, trip charges, standard consumables, overhead, profit, and all other costs necessary to perform the required service, except replacement parts specifically authorized by Thornton.

On the sixth tab, **Task 3**, the spreadsheet will apply the Vendor’s hourly labor rates and trip charges to Thornton’s defined pricing model to produce a price to perform the sample services listed, which include two (2) routine services calls (one [1] during normal business hours and one [1] during after-hours, five [5] hours each) and an emergency response call (five [5] hours) during a holiday. The worksheet automatically calculates the evaluated price using the Vendor's submitted labor rates and trip charges. Vendors shall *not* enter data on this worksheet.

On the seventh tab, **Bid Total**, the prices for Task 1, Task 2, and Task 3 are summed. The amount in cell B5 is the price that Thornton will use in its Bid evaluation, which consists of total first-year costs for biannual preventative maintenance services (Task 2) and the calculated costs produced by Thornton's pricing models for Tasks 1 and 3 using the Vendor's submitted labor rates, MSRP discounts, and trip charges. Vendors do *not* input any data on this tab.

The spreadsheet contains formulas used to calculate evaluated pricing. Vendors shall *not* alter formulas, worksheet structure, or protected cells. In the event of discrepancies caused by mathematical errors or alterations to spreadsheet formulas, Thornton may correct the Pricing Form using the Vendor's submitted unit pricing or may reject the Bid if the pricing cannot be reasonably determined. Hourly rates and prices shall round to the nearest cent; discount percentages shall round to two (2) decimal places.

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SECTION D: BID INSTRUCTIONS, EVALUATION, AND AWARD

D.1 IFB POSTED LOCATIONS:

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

Upon request by a 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 QUESTIONS:

Thornton shall not be bound by and the Vendor shall not request or rely on any oral interpretation or clarification of this IFB. Therefore, any questions regarding this IFB are encouraged and must be submitted in writing by email to the Purchasing Analyst 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 IFB 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 Vendor to confirm that they have acquired all addenda related to this IFB and they have reviewed/complied with the requirements therein.

D.4 SPECIAL RESPONSIBILITY CRITERA:

In addition to routine standards of responsibility (e.g., vendor's character, trustworthiness, reputation, integrity, experience, past performance, business and financial capabilities), Thornton will evaluate the following special responsibility criteria for this award:

- If the manufacturer of a UPS system identified in **Appendix No. 1** maintains an authorized sales, service, or certification program applicable to the services required by this solicitation, the Vendor *shall* possess the applicable authorization or certification and provide documentation with its Bid. If the manufacturer does not maintain such a program, the Vendor *shall* demonstrate at least five (5) years of experience selling, installing, maintaining, and repairing equipment manufactured by that manufacturer.

- The Vendor *shall* demonstrate access to OEM replacement parts or manufacturer-approved replacement components for the equipment identified in **Appendix No. 1**.
- The Vendor *shall* have at least five (5) years of experience installing, commissioning, maintaining, and repairing UPS systems comparable in size and complexity to those identified in **Appendix No. 1**.
- The Vendor *shall* have at least three (3) years consecutive years of experience responding to emergency service requests for commercial or governmental UPS systems.
- The Vendor *must* have at least one (1) qualified field service technician available and able to perform preventative and corrective maintenance, technical support, and emergency response services located within eighty (80) miles of Thornton's City Hall, located at 9500 Civic Center Drive, Thornton, CO 80229. "Located" means the technician is routinely dispatched from a service office, residence, or designated duty station within an 80-mile radius of Thornton's City Hall.

Bidders must complete and submit **Appendix No. 4** to document their compliance with these special responsibility criteria. An award will only be made to a Vendor that meets all responsibility criteria.

D.5 SUBMISSION OF BIDS:

Submission of bids for this solicitation may be done electronically through a Vendor portal (currently done via BidNet Direct®). Bids 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.

Vendors who are unable to submit a Bid through BidNet®, may request to submit a physical copy of their Bid for consideration. A Vendor shall email the Purchasing Analyst of Record prior to the question due date listed in the Schedule of Events, for instructions on where and how to submit their physical Bid. All physical Bid submissions shall be submitted and recorded no later than the date and time indicated in the Schedule of Events.

D.6 DOCUMENTS FOR FINAL VENDOR SUBMISSION:

Vendors are solely responsible to ensure that their submission is complete and responsible prior to a final submission. As a reminder this IFB contains the following documents that will require completion by the Vendor:

1) Appendix no. 3, Pricing Form.

2) Appendix no. 4, Special Responsibility Questions.

   a) Documentation of applicable manufacturer authorization or certification, per Question 1.

3) A current copy of your company's W-9.

4) Section F.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 F.2 – Sample Agreement Acknowledgement Form, including any exceptions to the Agreement or Thornton's terms and conditions.

6) Section F.3 – References and Authorization Release Forms.

7) Section F.4 – Disclosure of Generative Artificial Intelligence (A.I.) Usage Form.

It is not necessary for a Vendor to submit this entire RFP document that has been provided by Thornton with the Vendor's response. Only the above-mentioned items are currently required with your Bid submission. Thornton reserves the right to request any clarification, ask any questions, or request additional documents that may aid in the evaluation of your Bid.

D.7 LATE BID SUBMISSIONS:

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 Bid after the submittal date and time have passed. It is **highly recommended** that as a Vendor you do not wait until the last minute to submit your Bid.

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

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

D.8 BID OPENING:

The date and time for Bid opening is provided in the Schedule of Events.

Bid opening will be conducted virtually through a Microsoft Teams meeting. Bid opening is public; interested parties are to request a meeting invitation link from the Purchasing Analyst of Record. During the Bid opening, each Bidder's name will be announced and the Bidder's Pricing Form will be displayed in the Teams meeting. Each Bidder's name and the amount of their Bid will be recorded. After each Bid has been opened, a summary of all Bids will be presented.

D.9 ACCEPTANCE PERIOD:

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

D.10 AWARD

Award will be made on an "all or none" basis to the lowest-priced responsible and responsive Bidder whose Bid meets the requirements and criteria set forth in this IFB, unless the City Manager determines that the public interest will be better served by accepting a higher Bid.

Prices must be shown for each item listed. Bids submitted without individual item prices listed will be considered as non-responsive and rejected.

D.11 POST AWARD PURCHASE ORDER:

A Purchase Order (PO) will not be immediately generated by Thornton's Contracts and Purchasing Division as a result of the Award from this solicitation. This Award shall allow Thornton to place orders on an as-needed basis for future years' worth of needs that may arise, based on City Agency actual needs. 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.12 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, which are provided in **Appendix No. 5**. 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.

SECTION E: SAMPLE AGREEMENT

E.1 SAMPLE AGREEMENT:

A sample General Services Agreement (GSA) has been provided under separate cover in **Appendix No. 6** as part of this solicitation. This Sample Agreement has been provided to inform the proposing Vendor of Thornton's terms and conditions expectations for the awarded Vendor from this solicitation. This Sample Agreement is subject to change at Thornton's sole discretion.

The Sample Agreement that has been provided by Thornton shall serve as the overarching agreement for this Project, its subsequent renewal years, and all work performed by the Vendor and if applicable, their subcontractors for the duration of the entire Agreement period. The opportunity for a prospective Vendor to provide any proposed redlines to Thornton's Sample Agreement is during the submittal process and all Vendor proposed redlines shall be submitted with the Vendor's final proposal. This Sample Agreement is subject to change at Thornton's sole discretion.

Thornton does not anticipate signing any separate Vendor contractual documents, including separate general or online terms and conditions, Vendor agreements, Vendor quotations with separate terms and conditions, etc. Vendors who have such documents that are required for their solution must submit these documents for Thornton's review and potential incorporation into the final Agreement between both Parties as part of their final proposal submission.

The Vendor does not need to complete any of the information within the Sample Agreement as part of the initial proposal submission process. At Thornton's sole discretion and as part of a final evaluation process by Selection Committee, the Purchasing Analyst of Record may contact a proposing Vendor for any clarifications.

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SECTION F: REQUIRED VENDOR SIGNATURE FORMS

F.1 ACCEPTANCE AND ADDENDA ACKNOWLEDGEMENT FORM:

1) Vendor indicates acceptance of the following conditions:

   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 Proposal Documents, and having full knowledge of the product and/or services requested and described herein, hereby proposes that it will fulfill the obligations contained herein specifications set forth; and that it will furnish all required products and pay all incidental costs all in strict conformity with these Proposal Documents, for the stated prices as payment in full. Yes ☐ No ☐

3) I acknowledge receipt of any and all published addenda and a copy of the Sample Agreement as provided by Thornton : Yes ☐ No ☐

4) I acknowledge that I have submitted all items and documents as required of the final proposal submission Yes ☐ No ☐

Proposing Vendor's Name: ________________________________

Date: ________________________________

Submitted By (Printed): ________________________________

Submitted By (Signature): ________________________________

Title: ________________________________

Telephone Number: ________________________________

Email: ________________________________

F.2 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) All proposed exceptions or redlines to Thornton's Sample Agreement by the Vendor, and all proposed terms and conditions have been uploaded with the Vendor's final proposal as a separate file and has been clearly marked as so.
   Yes ☐ No ☐

4) 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: ______________________________

Date: ______________________________

Submitted By (Printed): ______________________________

Submitted By (Signature): ______________________________

Title: ______________________________

F.3 REFERENCES AND AUTHORIZATION AND RELEASE FORM:

REFERENCE AUTHORIZATION FORM

A Corporation
By:______________________________, A Partnership whose address is _________________
(Proposing firm) An Individual (Circle One)

____

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.

Proposing Vendor's Name: ____

Date: ____

Submitted By (Printed): ____

Submitted By (Signature): ____

Title: ____

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: ______________________________

F.4 DISCLOSURE OF GENERATIVE ARTIFICIAL INTELLIGENCE (A.I.) USAGE FORM:

Generative Artificial Intelligence (“Gen AI”) is a technology that can create content, including text, images, audio, or video, when prompted by a user. Generative AI systems learn patterns and relationships from large amounts of data, which enables systems to generate new content that may be similar, but not identical, to the underlying data.

The Proposing Vendor shall inform the City of Thornton (Thornton) within this form if it has used Gen AI, including Gen AI from third parties, to complete all or a portion of the submitted proposal, including but not limited to, responses to proposal questions, technical specifications, pricing, etc. The Proposing Vendor shall also clearly identify and inform Thornton of any clarifications and additional information requested by Thornton during this solicitation process of submitted information that contains Gen AI content (as applicable).

Select One:

☐ On behalf of the Proposing Vendor identified below, I hereby certify that I have read this form and affirm that all documents submitted by the Vendor in response to this proposal do NOT contain any content derived from a Gen AI platform or equivalent.

☐ On behalf of the Proposing Vendor identified below, I hereby certify that I have read this form and affirm that all documents submitted by the Vendor in response to this proposal DO contain content derived from a Gen AI platform or equivalent. Gen AI is contained in the following documents/sections/exhibits. The Vendor may attach a detailed list of the requested Gen AI disclosures on your company’s letterhead if there is insufficient space to list these items below and additional space is needed by your firm.

1)

2)

3)

By signing below, the Proposing Vendor acknowledges that the information submitted within their proposal has been reviewed and submitted and that Thornton shall not be held liable by the Vendor for any mistakes or misrepresentations by the submitting Vendor regarding Gen AI.

Proposing Vendor’s Name: ____

Submitted By (Printed): ____

Submitted By (Signature): ____

Title: ____

Date: ____

VENDOR CHECKLIST

This checklist is for aiding the proposing Vendor's in completing their submission, only. It is **not** a requirement for a proposing Vendor to submit this checklist with their final proposal.

Have you, as a proposing Vendor made sure to do the following with your proposal:

1) Completed and signed the "Acceptance Of Conditions And Addenda Acknowledgement Form"? Yes ☐ No ☐

2) Completed and signed the "Sample Agreement Acknowledgement Form"?
Yes ☐ No ☐

3) Reviewed and understood the scope of work, and what Thornton's needs are?
Yes ☐ No ☐

4) Completed and submitted the Special Responsibility Questions?
Yes ☐ No ☐

5) Completed and submitted the Pricing Form?
Yes ☐ No ☐

6) Completed and submitted your references and the "References and Authorization Release Form"?
Yes ☐ No ☐

7) Completed and submitted the "Disclosure of Generative Artificial Intelligence (A.I.) Usage Form"?
Yes ☐ No ☐

8) Submitted your W-9?
Yes ☐ No ☐

SECTION G: AUTHORIZATION FOR SOLICITATION POSTING

G.1 PURCHASING MANAGER FORM:

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

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

____
Andrew Miskell, CPPB
Purchasing Manager