Strategic Sourcing Department  
780 Grant Street, Room 310  
Denver, CO 80203

Date: July 16, 2014

Subject: Request for Proposal, #BD1636, AUTOMOTIVE BATTERIES

Enclosures:
1) Request for proposal cover sheet
2) General terms and conditions
3) Special terms and conditions.
4) Scope of work/Specifications
5) Pricing template

To: All prospective bidders:

Thank you for obtaining this Request For Proposal on line.

Please note: Denver Public Schools’ Strategic Sourcing Department is also using an on-line ‘Bid Provider’ service, ‘Bid Net’. Please refer to Bids and Proposals section under Doing Business/Bids option on the DPS Strategic Sourcing website for official bid documents. Please, carefully review the proposal as the District’s proposal documents have been revised.

Enclosed, please find a Request for Proposal to provide Denver Public Schools with automotive batteries for Transportation. Unless otherwise noted, (bidders) must provide a proposal on all of the requirements stated within this request. Bidders must be able to commit the resources necessary to provide the services requested in a timely manner and conform to the material aspects of the scope of work enclosed. To be considered valid in the selection process, all proposals must follow the critical dates, as set forth below:

Critical dates:


2) Questions due date – August 1, 2014, 3PM, Mountain Standard Time. Responses to questions will be provided in writing to all prospective bidders, by June 18, 2014.

3) Proposal due date - Proposals must be received in the District’s Strategic Sourcing Office on or before August 20, 2014, 3PM, Mountain Standard Time. Proposals received after this date and time will not be considered and individual extensions to the due date will not be granted. If you are hand delivering your response on the due date, allow enough time to find parking (the District does have a parking lot but space is limited and access may be denied) and security check-in. The District will not accept an e-mail or fax response to this Request for Proposal. You are responsible to address the envelope as follows- Denver Public Schools, Strategic Sourcing Department, 900 Grant Street, Room #301, Denver, Colorado 80203, Attn: BD#1636.

4) Proposal Expiration date- Bidder must indicate an expiration date for the proposal and pricing. Any expiration date shall not be less than (90) days from the proposal due date as indicated herein.
Please be advised that the award is based upon the content of the bidder’s proposal. Organized, succinct and straight forward submissions are appreciated. There is no need to go to excessive costs in preparing elaborate packaging. Prior to a formal award, all contract terms and conditions must be agreed upon by all parties. Please address any inquiries to the buyer: Linda Kammerer, Fax number (720) 423-3348.

Sincerely,

Linda Kammerer, CPPB, Sr. Buyer
Date: July 16, 2014
Proposal number: BD1636
Proposal title: AUTOMOTIVE BATTERIES
Proposals will be received until: August 20, 2014, 3:00 p.m., local standard time
at 900 Grant Street, Room 301, Denver, Colorado 80203
Goods or services to be delivered to or performed at: Transportation
For additional information please contact the buyer: Linda Kammerer, CPPB, Sr. Buyer
720-423-1305
Email Address: linda_kammerer@dpsk12.org
Documents included in this package:
- Request for Proposal Cover Sheet
- General Terms and Conditions
- Special Terms and Conditions
- Scope of Work/Specifications
- Pricing Template

If any of the documents listed above are missing from this package, they may be picked up at 900 Grant, Room 301. If you require additional information, call the Denver Public Schools contact person.

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (3) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (4) that the vendor will accept any awards made to it as a result of the offer submitted herein for a minimum of ninety calendar days following the date of submission.

PRINT OR TYPE YOUR INFORMATION

Name of Company: ____________________________ Fax: ____________
Address: ________________________________ City/State: ____________ Zip: ____________
Contact Person: ____________________________ Title: ________________ Phone: ____________
Authorized Representative’s Signature: ____________________________ Phone: ____________
Printed Name: ____________________________ Title: ________________ Date: ____________
Email Address: ____________________________ Approved by: ________________ Date: ____________
Reviewed by: ____________________________ Date: ____________
I. **APPLICABILITY.** These General Terms and Conditions apply, but are not limited, to all bids, proposals, qualifications and quotations (hereinafter referred to as “Offers” or “Responses”) made to the Denver Public Schools (hereinafter referred to as “District”) by all prospective suppliers (hereinafter referred to as “Vendors”) in response, but not limited, to Invitations to Bid, Requests for Proposals, Requests for Qualifications, and Requests for Quotations (hereinafter referred to as “Solicitations”).

II. **CONTENTS OF OFFER**

   A. General Conditions. Vendors are required to submit their Offers in accordance with the following expressed conditions:

   1. Vendors shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of materials and services as required by the conditions of the Solicitation. No plea of ignorance by the Vendor of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying the requirements of the District or the compensation to the Vendor.

   2. Vendors are advised that all District contracts are subject to all legal requirements contained in the District Board policies, the Strategic Sourcing Department’s procedures and state and federal statutes. When conflicts between the Solicitation and these legal documents occur, the highest authority will prevail.

   3. Vendors are required to state exactly what they intend to furnish to the District via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation no matter how slight. If variations are not stated in the Vendor’s Offer, it shall be construed that the Vendor’s Offer fully complies with all conditions identified in this Solicitation.

   4. Denver Public Schools intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract **(joint ventures are encouraged)**. The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District’s request.

   5. All Offers and other materials submitted in response to this Solicitation shall become the property of the Denver Public Schools.

The Vendor understands that the information provided to the District in response to a Request For Proposal ("RFP"), a bid or under an agreement or contract between District and the Vendor, may be subject to release, inspection or disclosure upon request.

"Information," shall include any confidential or non-confidential information which: (a) belongs to the Vendor; (b) is of a scientific, technical, clinical, business, financial, marketing, corporate, specialized or other trade secret; (c) has value to the Vendor; (d) has generally been considered and treated by the Vendor as confidential prior to the time of disclosure; and (e) is clearly identified as "Confidential" or "Proprietary" when disclosed to the District. Information shall not include any information which: (a) at the time of disclosure is in the public domain (whether or not any of the parties knows that the information is in the public domain); (b) after disclosure is published or otherwise becomes part of the public domain in any manner other than by the District; (c) was in the possession of the receiving party at the time of disclosure by the District as evidenced by competent written documents; or (d) was independently developed by the receiving party as evidenced by competent written records.

It is presumed that any Information provided to the District is a public record and is subject to inspection, further disclosure and release by lawful subpoena, government regulation, court order, lawful purpose or as requested pursuant to the Colorado Public (Open) Records Act (Colo. Rev. Stat. sec. 24-72-204, or as amended later), except any information that is recognized as confidential, qualifies as exempt or is protected by the applicable state and Federal law, the District will not disclose; provided, however, when it is reasonably practicable to do so under the circumstances, the District will make an effort to notify the Vendor of the impending release of records in order to provide the Vendor an opportunity to challenge the release of the requested information. Barring the receipt of a legal order or decree prohibiting the District's disclosure of the requested information, the information will be released to the requesting party as the law requires.

Nothing in this provision shall be construed to create a legal duty or an obligation or a liability for the District or its employees, officers, agents or assigns to act or pursue any claim, defense, cause of action, or legal process on the Vendor's behalf. The Vendor further agrees to defend, indemnify and save and hold harmless the District, its employees, officers, agents or assigns against any claim, judgment, damages and legal expenses and costs, including any attorney fees awarded to a third party or incurred or a court may order to pay because of a lawful release of the requested information by the District.

C. Worker's Compensation Insurance. Each contractor and subcontractor shall maintain at his own expense until completion of his work and acceptance thereof by the District, Worker's Compensation Insurance, including occupational disease provisions, covering the obligations of the contractor or subcontractor in accordance with the provisions of the laws of the State of Colorado. The contractor shall furnish the District with a certificate giving evidence that he is covered by the Worker's Compensation Insurance herein required, each certificate specifically stating that such insurance includes occupational disease provisions and provisions preventing cancellation without five days’ prior notice to the District in writing.

D. Clarification and Modifications in Terms and Conditions

1. Where there appear to be variances or conflicts between the General Terms and Conditions, the Special Terms and Conditions and the Technical Specifications outlined in this Solicitation, the Technical Specifications then the Special Terms and Conditions will prevail.

2. If any Vendor contemplating submitting an Offer under this Solicitation is in doubt as to the true meaning of the specifications, the Vendor must submit a written request for clarification to the District's Contact person as stated in the Special Terms and Conditions. The Vendor
submitting the request shall be responsible for ensuring that the request is received by the District at least five calendar days prior to the scheduled Solicitation opening or as stated in the Special Terms and Conditions.

Any official interpretation of this Solicitation must be made, in writing, by an agent of the District's Strategic Sourcing Department who is authorized to act on behalf of the District. The District shall not be responsible for interpretations offered by employees of the District who are not agents of the District's Strategic Sourcing Department.

The District shall issue a written addendum if substantial changes which impact the technical submission of Offers are required. Such addenda will be posted on the Strategic Sourcing Department web site (http://purchasingts.dpsk12.org/bids/). Vendors are responsible for either revisiting this website prior to the due date or contacting the designated buyer to ensure that they have any addenda which may have been issued after the initial download. The Vendor shall certify its acknowledgment of the addendum by signing the addendum and returning it with its Offer. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

E. Prices Contained in Offer--Discounts, Taxes, Collusion

1. Vendors may offer a cash discount for prompt payment. Discounts will be considered in determining the lowest net cost for the evaluation of Offers; discounts for periods of less than twenty days, however, will not be considered in making the award.

2. Vendors shall not include federal, state, or local excise or sales taxes in prices offered, as the District is exempt from payment of such taxes.

3. The Vendor, by affixing its signature to this Solicitation, certifies that its Offer is made without previous understanding, agreement, or connection either with any persons, firms or corporations making an Offer for the same items, or with the District. The Vendor also certifies that its Offer is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To insure integrity of the District's public procurement process, all Vendors are hereby placed on notice that any and all Vendors who falsify the certifications required in conjunction with this section will be prosecuted to the fullest extent of the law.

III. PREPARATION AND SUBMISSION OF OFFER

A. Preparation

1. The Offer must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Vendor must be initialed in blue ink by the authorized agent of the Vendor.

2. Offers must contain, in blue ink, a manual signature of an authorized agent of the Vendor in the space provided on the Solicitation cover page. The original cover page of this Solicitation must be included in all Offers. If the Vendor's authorized agent fails to sign and return the original cover page of the Solicitation, its Offer shall be invalid and shall not be considered.

3. Unit prices shall be provided by the Vendor on the Solicitation’s Specification and Pricing Form when required in conjunction with the prescribed method of award and shall be for the unit of measure requested. Prices that are not in accordance with the measurements and descriptions requested may be considered non-responsive and may not be considered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
4. Alternate Offers will not be considered unless expressly permitted in the Specification’s Special Terms and Conditions.

5. The accuracy of the Offer is the sole responsibility of the Vendor. No changes in the Offer shall be allowed after the date and time that the Offers are due.

6. Organization of BID response: (See scope of work section for additional details)

   TAB A- Cover letter and transmittal sheet (identify any exceptions to specifications or terms and conditions within this section).

   TAB B- Management Section

   TAB C- Technical Section

   TAB D- Project schedule and implementation plan

   TAB E- Pricing

   TAB F – Vendor Profile

B. Submission

1. The original Offer shall be sealed in an envelope with the vendor’s name and the RFP number on the outside and marked, ‘Master’. This master copy shall be sent or delivered to the District’s Strategic Sourcing Offices- Denver Public Schools, 780 Grant Street, Room #310, Denver, Colorado 80203.

2. Furnish one complete copy of your Proposal on a CD/ROM disk or furnish the copy on a portable storage drive device (thumb drive) along with the master paper copy. The District will distribute this electronic version for evaluation. Please ensure that this copy is complete and accurate and includes all proposal content, descriptions and pricing.

3. Unless otherwise specified, when a Specification and Pricing form is included as a part of the Solicitation, it must be used when the Vendor is submitting its Offer. The Vendor shall not alter this form (e.g. add or modify categories for posting prices offered) unless expressly permitted in the addendum duly issued by the District. No other form shall be accepted.

4. Offers submitted via facsimile machines or email will not be accepted.

5. Vendors which qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award must include such alternate terms and conditions in their Offers. The District reserves the right to declare Vendors’ Offers as non-responsive if any of these alternate terms and conditions are in conflict with the District's terms and conditions, or if they are not in the best interests of the District.

C. Late Offers. Offers received after the date and time set for the opening shall be considered non-responsive and returned unopened to the Vendor. (Note: If you are hand delivering your response to the District on the due date, please allow ample time for parking. Space is limited in the District’s parking lot and additional time may be required for security check in).

D. Supplier Portal. All Vendors are required to register on the DPS Supplier Portal. Access to the portal is at: http://purchasingts.dpsk12.org/bids/.
IV. MODIFICATION OR WITHDRAWAL OF OFFERS

A. Modifications to Offers. Offers may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the Offers to be opened. Each modification submitted to the District’s Strategic Sourcing Department must have the Vendor’s name and return address and the applicable Solicitation number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the District’s Strategic Sourcing Department will be considered the valid modification.

B. Withdrawal of Offers

1. Offers may be withdrawn prior to the time and date set for the opening. Such requests must be made in writing on company letterhead.

2. In accordance with the Uniform Commercial Code, Offers may not be withdrawn after the time and date set for the opening for a period of ninety calendar days. If an Offer is withdrawn by the Vendor during this ninety day period, the District may, at its option, suspend the Vendor from the bid list and may not accept any Offer from the Vendor for a six month period following the withdrawal.

V. REJECTION OF OFFERS

A. Rejection of Offers. The District may, at its sole and absolute discretion:

1. Reject any and all, or parts of any or all, Offers submitted by prospective Vendors;

2. Re-advertise this Solicitation;

3. Postpone or cancel the process;

4. Waive any irregularities in the Offers received in conjunction with this Solicitation to accept an offer(s) which has additional value or function and/or is determined to be more advantageous to the District; and/or

5. Determine the criteria and process whereby Offers are evaluated and awarded. No damages shall be recoverable by any challenger as a result of these determinations or decisions by the District.

B. Rejection of a Particular Offer. The District may, at its sole and absolute discretion, reject an offer under any of the following conditions:

1. The Vendor misstates or conceals any material fact in its Offer;

2. The Vendor’s Offer does not strictly conform to the law or the requirements of the Solicitation;

3. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Solicitation’s Special Terms and Conditions;

4. The Offer does not include documents, including, but not limited to, certificates, licenses, and/or samples, which are required for submission with the Offer in conjunction with the Solicitation’s Special Terms and Conditions and/or Technical Specifications; or

5. The Offer has not been executed by the Vendor through an authorized signature on the Specification’s Cover Sheet.
C. Elimination From Consideration

1. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.

2. An Offer may not be accepted from, nor any contract awarded to, any person or firm which has failed to perform faithfully any previous contract with the District, state or federal government, for a minimum period of three years after this previous contract was terminated for cause.

D. The District reserves the right to waive any technical or formal errors or omissions and to reject any and all bids, or to award contract for the items hereon, either in part or whole, if it is deemed to be in the best interest of the District to do so.

VI. COMPLIANCE WITH LAW AND DISTRICT POLICIES.

The Contractor will comply with all laws, regulations, municipal codes and ordinances and other workplace requirements and standards applicable to the provision of services/work performed including, without limitation, federal and state laws governing wages and overtime, civil rights/employment discrimination, equal employment, safety and health, verifiable security background checks, employees' citizenship, withholdings, pensions, reports, record keeping, and campaign contributions and political finance.

A. The Contractor certifies that it shall comply with the provisions of C.R.S. 8-17.5-101, et seq. In accordance with that law, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Contractor represents, warrants, and agrees that it: (i) has verified that it does not employ any illegal aliens, through participation in the E Verify Program; and (ii) otherwise will comply with the requirements of C.R.S. 8-17.5-102(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or C.R.S. 8-17.5-101, et seq., the District may terminate this Agreement for breach and the Contractor shall be liable for actual and consequential damages to the District.

B. The Contractor, if a natural person eighteen (18) years of age or older, hereby swears or affirms under penalty of perjury that he or she (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of C.R.S. 24-76.5-101, et seq., and (iii) shall produce one of the forms of identification required by C.R.S. 24-76.5-103 prior to the effective date of this Agreement.

VII. AWARD OF CONTRACT. The District shall award a contract to a Vendor through the issuance of a Purchase Order or a Notice of Award. The General Terms and Conditions, the Special Terms and Conditions, any Technical Specifications, the Vendor's Offer, and the Purchase Order or Notice of Award are collectively an integral part of the contract between the Denver Public Schools and the successful Vendor. Accordingly, these documents shall constitute a binding contract without further action by either party.

VIII. APPEAL OF AWARD. Vendors may appeal by submitting, in writing, a detailed request for reconsideration to the District's Director of Strategic Sourcing within 72 hours after the recommendation of award is posted on the Strategic Sourcing Department's web site at http://purchasingts.dpsk12.org/bids/ provided that the appeal is sought by the Vendor prior to the District finalizing a contract with the selected vendor.
IX. CONTRACTUAL OBLIGATIONS

A. Local, State and Federal Compliance Requirements. Successful Vendors shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws applicable to, and affected by, this contract including, but not limited to, Equal Employment Opportunity (EEO) regulations, Occupational Safety and Health Act (OSHA), and Title II of the Americans with Disabilities Act (ADA).

B. Disposition. The Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation, without prior written consent of the District.

C. Employees. All employees of the Vendor shall be considered to be, at all times, employees of the Vendor, under its sole direction, and not an employee or agent of the District.

1. The District may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable, and whose continued employment on District property is not in the best interest of the District.

2. 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 the District pursuant to this Solicitation unless the Vendor receives prior written permission.

3. In accordance with the District’s policy regarding the use of tobacco products, no employee of the Vendor shall be permitted to use tobacco products when performing work on District property.

4. To protect the staff and program against undue invasion of the school or work day, sales representatives shall not be permitted in schools or other departments for the purpose of making sales unless authorized to do so by the Director of Strategic Sourcing or his/her designee. If special or technical details concerning goods or services to be purchased are required, the involvement of vendors should be coordinated through the Strategic Sourcing Department.

D. Delivery. Prices, quotes and deliveries are to be FOB destination, freight prepaid, and shall require inside delivery unless otherwise specified in the Solicitation’s Special Terms and Conditions. Title and risk of loss shall pass to the District upon inspection and acceptance by the District at its designated point of delivery, unless otherwise specified in the Special Terms and Conditions. In the event that the Vendor defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the materials or services from the next lowest Vendor or from other sources during the remaining term of the terminated/defaulted contract. Under this arrangement, the District shall charge the Vendor any difference between the Vendor’s price and the price to be paid to the next lowest Vendor, as well as any costs associated with the re-solicitation effort.

E. Material Priced Incorrectly. As part of any award resulting from this process, vendor(s) will discount all transactions as agreed. In the event the District discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.
X. MODIFICATIONS TO EXISTING CONTRACT.

Terms and conditions may be added, modified, and deleted upon mutual agreement between agents of the District and the Vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities and/or increases or decreases in the time limits for an existing contract. Any and all modifications must be expressed in writing through a Memorandum of Understanding and executed by authorized agents of the District and the Vendor prior to the enactment of such modifications.

XI. TERMINATION OF CONTRACT

A. The District may, by written notice to the successful Vendor, terminate the contract if the Vendor has been found to have failed to perform its service in a manner satisfactory to the District as per specifications, including delivery as specified. The date of termination shall be stated in the notice. The District shall be the sole judge of non-performance.

B. The District may cancel the contract, without penalty, upon thirty days written notice for reason other than cause. This may include the District's inability to continue with the contract due to the elimination or reduction of funding.
SCHEDULE OF ACTIVITIES: The following activities outline the process to be used to solicit vendor responses and to evaluate each vendor proposal.

- July 16, 2014: Distribute Request For Proposal
- August 1, 2014: Deadline for submitting questions
- August 20, 2014: Proposal deadline
- September 2014: Estimated Date of Contract Award

PURPOSE OF SOLICITATION - TO ESTABLISH A CONTRACT FOR ITEMS: The purpose of this Solicitation is to establish a contract for the purchase of automotive batteries in conjunction with the District's total needs. Although the successful Vendor(s) will be designated as the sole provider(s) of specific awarded items to the District during the effective period of the contract, it is hereby agreed and understood that the Vendor will be required to provide periodic shipments of items during various delivery cycles throughout the term of the contract.

METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE: It is the intent of the District to award this Contract to the Vendor who receives the highest score when the Responses submitted by interested Vendors are reviewed by the District's Response Evaluation Committee. For this Solicitation, the Evaluation Committee will score Responses based on the following criteria: Pricing, Bidders Capabilities, Technical Compliance – Scope of Work and Specification Compliance, Schedule and Implementation, Past Performance and References, Value Added Components and Proposal Preparation and Compliance.

The District reserves the right to conduct negotiations with Vendors and to accept revisions of proposals. During this negotiation period, the District will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

TERM OF CONTRACT: This contract shall commence approximately on September 2014 and shall remain in effect through August 31, 2016. Notwithstanding, it shall be understood and agreed that any required warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

OPTION TO RENEW FOR THREE ONE YEAR PERIODS (WITH PRICE ADJUSTMENT): The prices or discounts quoted in this Solicitation shall prevail during the specified term of the contract, at which time the District shall have the option to renew the contract for three additional one year periods. This option is a District prerogative and not a right of the Vendor and will be exercised only when such continuation is clearly in the best interest of the District. During the option period, the District will consider an adjustment to the pricing structure if the manufacturer or supplier notifies the Vendor of a price adjustment. It shall be understood that such price adjustments shall not exceed the amount passed on to the Vendor/supplier by the manufacturer. The Vendor shall notify the District of such adjustments during the option period at least thirty calendar days prior to the effective date of the new price to be charged to the District. The District reserves the right to reject any price adjustments submitted by the Vendor and/or to terminate the contract with the Vendor based on such price adjustments.
PRICES SHALL BE FIXED AND FIRM FOR THE TERM OF THE CONTRACT: If the Vendor is awarded a contract under this Solicitation, the prices proposed by the Vendor shall remain fixed and firm during the term of the contract, provided, however, that the Vendor may offer incentive discounts from this fixed price to the District at any time during the contractual term.

Prices shall remain firm for the first two years of the contract. Thereafter, prices may only increase on the anniversary date of the contract and only in an amount not to exceed price increases passed on from the manufacturer in the previous year.

ELIGIBILITY OF VENDORS - MUST BE ENGAGED IN SUPPLYING PRODUCTS OR SERVICES RENDERED: Pre-award inspection of the Vendor's facility may be made prior to award of the contract. Solicitations will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services as described in this Solicitation. The Vendors must be able to produce evidence that they have an established satisfactory record of performance for a reasonable period of time and have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract. The term equipment and organization as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the District. The District reserves the right, before awarding the contract, to require a Vendor to submit such evidence of its qualifications as it may deem necessary, and may consider any evidence available to it (including, but not limited to, the financial, technical and other qualifications and abilities of the Vendor, including past performance and experience with the District) in making the award in the best interest of the District.

LOCAL OFFICE SHALL BE REQUIRED: Due to the service level required in conjunction with this Solicitation, the Vendor shall maintain an office within the Metro Denver, Colorado, area. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

MATERIALS WILL BE SUPPLIED BY THE VENDOR: The Vendor hereby agrees that all materials supplied by the Vendor in conjunction with this solicitation shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied by the Vendor are found to be defective or do not conform to Specifications, the District reserves the right to either cancel the order and return such materials to the Vendor at the Vendor's expense or require the Vendor to replace the materials at the Vendor's expense.

CONSIGNMENT OF CONTRACT NOT ALLOWED: Responses will only be considered from firms which are directly engaged in the business of manufacturing or distributing the goods and/or performing the services described in this Solicitation. Accordingly, no part of this contract can be consigned to another vendor.

LIMITATIONS OF EXCLUSIVE CONTRACT: Although the purpose of this Solicitation is to secure a contract that can satisfy the total needs of the District, it is hereby agreed and understood that this Solicitation does not constitute the exclusive rights of the successful Vendor(s) to receive all orders that may be generated by the District in conjunction with this Solicitation. Accordingly, the District reserves the right to either seek a separate Offer for any order or project exceeding 10% of the total cost of this Solicitation, or to seek the services of the awarded Vendor.

PURCHASE OF OTHER ITEMS BASED ON PRICE QUOTES: While the District has listed all major items on the Solicitation which are utilized by the District, there may be ancillary items that must be purchased by the District during the term of this contract. Under these circumstances, the District's Strategic Sourcing Department will contact the successful Vendor and obtain a price quote for the ancillary items and will also obtain price quotes from at least two other sources. The District reserves the right to award these ancillary items to the successful Vendor or to another Vendor based on the lowest price quote.
ESTIMATED QUANTITIES: Estimated quantities or estimated dollars are provided in this solicitation for the Vendor's guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The District is not obligated to place an order for any given amount subsequent to the award of this Solicitation. Estimates quoted on the Specification and Pricing Form are based on the Denver Public Schools, Jefferson county Public Schools, and Littleton Public Schools actual needs and/or annual usage. Said estimates may be used by the District for purposes of determining the low Vendor meeting Specifications. **It is understood that other District's may elect to piggyback off of this solicitation.**

ADJUSTMENT OF QUANTITIES: While the quantities stipulated in this Solicitation will be used by the District for purposes of determining the low Vendor meeting Specifications, it is hereby agreed and understood that the District has the right to adjust/reduce the quantities ordered in conjunction with this Solicitation based on budgetary restrictions.

EQUAL PRODUCT CAN BE CONSIDERED UPON RECEIPT OF SAMPLES UNLESS OTHERWISE INDICATED: The manufacturer's name, brand name and/or model number are used in these Specifications for the sole purpose of establishing minimum requirements for level of quality, standards of performance and design required by the District and is in no way intended to prohibit offering other manufacturer's items of equal or similar material unless otherwise indicated on the Specification and Pricing Form. Where an equal or similar product is offered, the Vendor's Response must be accompanied by samples for evaluation at no cost to the District. The District shall be the sole judge of equality or similarity and its decision shall be final in its best interest. Due to the time required to evaluate and approve equal products, the District reserves the right to award items specified in this Solicitation to the lowest Vendor offering that specified item until such time as the evaluation of the equal product is completed and approved. **Items identified as No Substitute on the Specification and Pricing Form are the only products that will be accepted on this Solicitation. Vendors desiring to submit comparative products for future Solicitations should submit samples to Jim Hanson at 2800 West 7th Avenue Denver, Co 80204. After testing, if the product is deemed acceptable, it may be included in the Specifications on the next Solicitation. All samples for test purpose must be labeled with the Vendor's name, Solicitation number, and item number.**

STOCK LEVELS SHALL BE MAINTAINED BY VENDOR: The successful Vendor shall ensure that adequate stock levels are maintained at its place of business and/or at its distributor's place of business in order to assure the District of prompt delivery. If the delivery terms specified in this Solicitation are not fulfilled by the Vendor, the District reserves the right to cancel the order, purchase the goods elsewhere, and charge the Vendor for any re-procurement costs incurred by the District.

VALUE OF ORDERS TO BE DELIVERED: It is understood that the value of the orders placed by, and delivered to, the District will normally be greater than $100.00. The cost of processing, shipping and delivering these items to the District premises shall be borne by the Vendor. Shipping and handling surcharges, including fuel surcharges, are expressly prohibited. If the Vendor requires a minimum dollar value greater than $100.00 for each individual order/delivery, this dollar value must be designated by the Vendor on its Response. It is hereby agreed and understood that such designation represents a variation from the Solicitation requirements; accordingly, the District may, in its best interest, accept this variation as a stipulation of contract award or reject the Vendor's Response as non-responsive.

PURCHASE ORDERS PLACED WITH VENDOR DURING CONTRACT: All orders placed with the Vendor during the term of the contract shall be issued by the District's Strategic Sourcing Department through a Purchase Order and bearing a unique Purchase Order number which will be sent directly via fax or email to the Vendor. The Vendor shall not fill any requests for materials or supplies until a Purchase Order has been received from the District. **A verbal Purchase Order number, however, may be issued to the Vendor by an agent of the Strategic Sourcing Department under emergency circumstances in advance of a written Purchase Order.**
ADDITIONAL NUMBER OF ITEMS MAY BE PURCHASED DURING CONTRACT PERIOD: Although this Solicitation provide for an estimated quantity of items to be purchased by the District, it is understood and agreed that the District may, during the term of the contract, purchase additional, or fewer, quantities of the same model or brand of item from the successful Vendor. This option, if exercised, is the prerogative of the District and shall be honored by the Vendor as a condition of contract award.

SALES TAX: The District is exempt from paying State or Local Sales Taxes. Notwithstanding, Vendors should be aware of the fact that all materials and supplies which are purchased directly by the Vendor in conjunction with this contract will be subject to applicable state and local sales taxes and these taxes shall be borne by the Vendor.

SHIPPING TERMS - FOB DESTINATION: All Vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized District representative.

DELIVERY SHALL BE REASONABLE: The Vendor shall make deliveries within a reasonable period of time after the date of the order, as stated by the Vendor in its Specification and Pricing Form. All deliveries shall be made in accordance with good commercial practice and shall be adhered to by the successful Vendor(s), except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the Vendor. In these cases, the Vendor shall notify the District of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated. Should the Vendor(s) fail to deliver the goods in the number of days as stated in its Response, the District reserves the right to cancel the contract after any back order period which is specified in this Invitation has lapsed. If the contract is canceled, it is hereby agreed and understood that the District has the authority to purchase the goods elsewhere and to charge the Vendor with any re-procurement costs. If the Vendor fails to honor these re-procurement costs, the District may suspend the Vendor from participating in the District's competitive bidding process for a period of six months. Since the delivery schedule is of extreme importance, the District reserves the right to consider the delivery periods offered by the Vendors when determining the successful Vendor.

BACK ORDERS MUST BE FILLED WITHIN REASONABLE TIME: If the successful Vendor experiences a back order of items from its manufacturer or distributor, the Vendor shall insure that such back orders are filled within a reasonable period of time. The Vendor shall not invoice the District for back ordered items until such back orders are delivered and accepted by the District's authorized representative. It is understood and agreed that the District shall be the sole judge of what constitutes a reasonable period of time and may, at its discretion, verbally cancel back orders, seek the items from another vendor, and charge the Vendor for any re-procurement costs.

SHELF LIFE OF STOCK: The successful Vendor(s) shall supply the District with fresh stock only and shall insure that items with a limited shelf life are inspected and certified fresh by the Vendor prior to shipment to the District.

FEDERAL STANDARDS COMPLIANCE: All items to be purchased in conjunction with this Solicitation shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Office of Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

TOXIC SUBSTANCES: The Federal 'Right To Know' Regulations implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances in the workplace to which they may be exposed, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. Accordingly, all Responses must be accompanied by Material Safety Data Sheets (MSDS), provided, however, that the low Vendor may be given the opportunity to submit these Sheets to the District during the Response evaluation period in the best interest of the District.
DUPLICATE SHIPMENTS ARE NOT ALLOWED: The District will not accept duplicate shipments of items. If the Vendor sends duplicate shipments to a District location, the Vendor shall either retrieve the items at no cost to the District or allow the District to retain the items at no cost to the District.

METHOD OF PAYMENT - INVOICE FOR A SINGLE DELIVERY: The successful Vendor shall submit an invoice to the District's Accounts Payable Department. The invoice shall reference the appropriate Purchase Order/Contract Release Request number, the delivery address, and the corresponding delivery ticket or packing slip number that was signed by the authorized representative of the District when the items were delivered and accepted. The date of the invoice shall not exceed thirty calendar days from the date of delivery of the items. Under no circumstances shall the invoice be submitted to the District in advance of the delivery and acceptance of the items.

PRICE DECREASE DURING CONTRACT: If prices decrease during the term of the contract, the successful Vendor must notify the District of the lower prices so that all subsequent orders will reflect accurate pricing.

DISCOUNTS OFFERED DURING TERM OF CONTRACT: The successful Vendor(s) may offer the District discounts below the original prices quoted in the Response during the term of the contract. In addition, Vendors are encouraged to offer additional discounts below the original prices quoted in the Response for large single orders. Such discounts cannot be considered in the evaluation of the Solicitation.

MATERIAL PRICED INCORRECTLY: As part of any award resulting from this process, Vendor(s) will discount all transactions as agreed. In the event the District discovers, through its contract monitoring process or formal audit process, that material was priced incorrectly, Vendor(s) agree to promptly refund all overpayments and to pay all reasonable audit expenses incurred as a result of the non-compliance.

PACKING SLIP AND/OR DELIVERY TICKET: The Vendor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this Solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the District's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: Purchase Order/Contract Release Request number, date of order, a complete listing of items being delivered, and back-order quantities and estimated delivery date of back-orders if applicable and allowable. The District's Receiving representative has the authority to reject shipments that do not conform to this requirement.

DELIVERY TIME AND LOCATION – TRANSPORTATION SITES: The Vendor shall deliver all items requested through this solicitation to Denver Public Schools at the requested sites listed below. Deliveries shall only be allowed between the hours of 6:00 a.m. and 9:00 p.m., Monday through Friday excluding District Holidays.

<table>
<thead>
<tr>
<th>Hilltop Maintenance Site</th>
<th>Northeast Maintenance Site</th>
<th>Contracting Officer Representative (COR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2810 W 7th Ave</td>
<td>4937 Dallas St</td>
<td>2810 W 7th Ave</td>
</tr>
<tr>
<td>Denver, CO 80204</td>
<td>Denver, CO 80238</td>
<td>Denver, CO 80204</td>
</tr>
<tr>
<td>Fax: 720-423-4062</td>
<td>Fax: 720-424-1881</td>
<td>Fax: 720-423-4062</td>
</tr>
<tr>
<td>Telephone Numbers</td>
<td>Telephone Numbers</td>
<td>Telephone Numbers</td>
</tr>
<tr>
<td>Parts Room Specialist</td>
<td>Parts Room Specialist</td>
<td>Contact: Bill Nobles</td>
</tr>
<tr>
<td>Mike Covillo 720-423-4065</td>
<td>Northeast 720-424-1871</td>
<td></td>
</tr>
</tbody>
</table>

SAMPLES OF SERVICE MAY BE REQUIRED DURING EVALUATION: After the Responses are opened by the District, the Vendors may be required to demonstrate their competency and ability to provide the quality of service that will be required by the District during the contract period. Such demonstrations will be provided to the District for evaluation by, and at no cost to, the District. If a demonstration of competency is required, the District will notify the Vendor of such and will specify the
deadline for providing the demonstration. The District reserves the right to establish its own procedures for evaluating the Vendors’ competencies and abilities. On the basis of this evaluation criteria, the District shall be the sole judge of the abilities of each Vendor in conformance with standards established in the Specifications and its decision shall be final.

QUALITY: All parts purchased under this agreement as new will be of OEM first quality.

LABORATORY TESTING: In the event materials shipped to the District/Agency as outlined herein indicate sub-standard specifications in a qualitative or quantitative manner, the district reserves the right to have a laboratory test made. If material is found to be deficient, the vendor shall be required to pay all costs of testing. If the battery is found to meet the specifications as outlined the district/agency shall pay all costs.

DEFICIENCIES, DEFECTS AND/OR DAMAGES TO PRODUCTS SHALL BE CORRECTED BY VENDOR: The successful Vendor shall promptly correct all deficiencies, defects and/or damages in equipment or products delivered to the District in accordance with this Solicitation. All corrections shall be made within ten calendar days after such deficiencies, defects and/or damages are verbally reported to the Vendor by the Strategic Sourcing Department. The Vendor shall be responsible for filing, processing and collecting all damage claims against the shipper when applicable.

PRODUCT RECALL: Vendor(s) awarded contract(s) under this solicitation shall be required to notify the Denver Public Schools Strategic Sourcing Department of any manufacturer’s recalls regarding items ordered under said contracts. The Vendor shall contact the Buyer by phone within two hours of notification by the manufacturer and shall follow-up in writing within 24 hours. Failure to comply with this requirement may be cause for termination of any existing contracts between the Vendor and the District and for removal from the District’s approved vendor list(s).

WARRANTY REQUIREMENTS FOR EQUIPMENT: The Vendor shall supply a copy of its written warranty certificates with its Response. Under no circumstances shall the District accept a standard warranty period of less than twelve months from the date of acceptance of the equipment or service, whichever is less. The warranty supplied by the Vendor shall remain in force for the full period identified by the Vendor, regardless of whether the Vendor is under contract with the District at the time of defect. Any payment by the District on behalf of goods and services received from the Vendor does not constitute waiver of these warranty provisions.

REPORTS: Vendor must run usage reports by ship-to location quarterly upon request.

PROTECTION OF PROPERTY: All existing structures, utilities, services, roads, trees, shrubbery, etc. located on District property shall be protected against damage or interrupted services at all times by the Vendor during the term of this contract. The Vendor shall be held responsible for repairing or replacing any and all property which is damaged by reason of the Vendor’s operation on the property to the satisfaction of the District.

INDEMNIFICATION: The successful Vendor shall indemnify and hold the District harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor’s contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the District when applicable, and shall pay all costs and judgments which may issue thereon.

INSURANCE: The Vendor shall purchase and maintain at its own expense, insurance which is at least as broad, and with limits at least as great as outlined below:

<table>
<thead>
<tr>
<th>General Liability</th>
<th>Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy form:</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Policy Aggregate</td>
<td></td>
</tr>
</tbody>
</table>
Products/completed operations aggregate 2,000,000
Each occurrence limit ............................................................. 1,000,000
Personal & advertising injury limit 1,000,000
Products/completed operations
Defense in excess of limits
Per location / per job aggregate limit
Blanket contractual
Independent contractors
Primary & non-contributory
Show Waiver of Subrogation in favor of the District
All locations / operations (if not, show district job/location specifically)
Name the District as “Additional Insured”

**Automobile Liability:**

Combined single limit:........................................................................................................ $ 1,000,000
Any auto (or Hired & Non-owned, if you own no vehicles)
Show Waiver of Subrogation in favor of the District
Primary & non-contributory
Auto pollution liability (IF you carry any hazardous cargo)
( If the Vendor is providing repairs to District vehicles on the Vendor's property, the Vendor shall possess Garage Liability Insurance, covering premises, auto and completed operations)
Name the District as “Additional Insured”

**Professional Liability:**

(IF you render professional services)
Policy form: Occurrence

Per claim or occurrence limit................................................................................................ $ 1,000,000
Blanket contractual
Primary & non-contributory
Show Waiver of Subrogation in favor of the District
Per location / per job aggregate limit
Defense in excess of limits
Designated profession must be applicable to your work for our company
Name the District as “Additional Insured”

**Pollution Liability:**

(IF you have any pollution exposure)
Policy form: Occurrence

Per claim or occurrence limit................................................................................................ $ 1,000,000
Blanket contractual
Primary & non-contributory
Show Waiver of Subrogation in favor of the District
Per location / per job aggregate limit
Defense in excess of limits
Designated Location or Operation must be shown as per your contract for the District
Name the District as “Additional Insured”

**Umbrella:**

Policy form: ......................................................................................................................... Occurrence - Umbrella
Each occurrence or claim limit: ........................................................................................ $ 1,000,000
Excess commercial general liability
Excess Products/completed operations
Show Waiver of Subrogation in our favor
Excess automobile liability
Excess professional liability (if you provide professional services)
Excess pollution liability (if any pollution exposure exists)
Excess employer's liability
Blanket contractual
Per location / per job aggregate limit
Defense in excess of limits
Primary & non-contributory
All locations / operations (if not, designate specific project or location)
Name the District as Additional Insured including Products/Completed Operations

**Workers' Compensation:**

<table>
<thead>
<tr>
<th>Workers Compensation benefits</th>
<th>per Colorado Statute</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employers liability – limit per accident</td>
<td>$ 100,000</td>
</tr>
<tr>
<td>Employers liability – limit per disease</td>
<td>100,000</td>
</tr>
<tr>
<td>Employers liability – disease aggregate</td>
<td>500,000</td>
</tr>
</tbody>
</table>

All owners/officers who will be on District property or job site must be covered
Show Waiver of Subrogation in favor of the District
Coverage must apply to workers in Colorado

Insurance companies providing the coverages specified above must be authorized to do business under the laws of the State of Colorado and must be rated no less than “A-“ by A.M. Best Company. Issuance of a contract is contingent upon verification of all required coverage, as required below.

**Insurance Certification:** Vendor shall cause its insurer(s), (or the insurer(s)' agent, broker or authorized representative), to furnish the District's Strategic Sourcing Department with a Certificate of Insurance which indicates that insurance coverages have been obtained which meet the requirements as outlined. Issuance of a contract is contingent upon the receipt of the insurance documents.

**Non-Compliance:** If the Vendor fails to submit the required insurance documents within 15 calendar days after verbal or written notice to submit such policies is given to the Vendor by a District representative, the Vendor shall be in default of the contractual terms and conditions and will not be awarded the contract. The next qualified bidder will be notified.

**Cancellation/Modification:** The Vendor shall be responsible for notifying the District thirty days in advance of any modification to, or cancellation of, these policies during the contractual period; including, but not limited to, any pending or paid claims against the aggregate amount of the policy, any decrease in coverage limits or lessening of coverage scope.

**Impaired Aggregate:** If Vendor is threatened by any claim which, if paid, may impair any aggregate limit by more than 25%, Vendor shall notify the District representative, and the District representative may require purchase of additional coverage, as appropriate to protect the District.

**COOPERATIVE PURCHASING EFFORTS:** Denver Public Schools encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, to the extent other governmental jurisdictions are legally able to participate in cooperative purchasing, the District supports such cooperative activities. (Examples of these cooperative efforts include: MAPO-Multiple Assembly of Procurement Officials, CEPC-Cooperative Educational Procurement Council). Example below is not all-inclusive.

We hereby request that any member of other governmental jurisdictions be permitted to avail itself of this contract and purchase any and all items specified herein from the successful Vendor(s) at the contract price(s) established herein. Each governmental entity which uses a contract(s) resulting therefrom would establish its own contract, issue its own orders, schedule deliveries, be invoiced therefrom, make its own payments, and issue its own exemption certificates as required by the Vendor. It is understood and agreed that the District is not a legally binding party to any contractual agreement made between another
governmental entity and the Vendor as a result of this Solicitation. The District shall not be liable for any costs or damages incurred by any other entity.

EQUAL OPPORTUNITY: Denver Public Schools intends and expects that the contracting processes of the District and its Vendors provide equal opportunity without regard to gender, race, ethnicity, religion, age or disability and that its Vendors make available equal opportunities to the extent third parties are engaged to provide goods and services to the District as subcontractors, vendors, or otherwise. Accordingly, the Vendor shall not discriminate on any of the foregoing grounds in the performance of the contract, and shall make available equal opportunities to the extent third parties are engaged to provide goods and services in connection with performance of the contract (joint ventures are encouraged). The Vendor shall disseminate information regarding all subcontracting opportunities under this contract in a manner reasonably calculated to reach all qualified potential subcontractors who may be interested. The Vendor shall maintain records demonstrating its compliance with this article and shall make such records available to the District upon the District’s request.

RESPONSE TO QUESTIONS: Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, in writing to Linda Kammerer, CPPB, Sr. Buyer, Strategic Sourcing Department, Denver Public Schools, 780 Grant Street, Denver, Colorado 80203, linda_kammerer@dpsk12.org. The vendor submitting the question shall be responsible for ensuring that the question is received by July 10, 2014, prior to the scheduled opening of the Solicitation.

Any official interpretation of this Solicitation must be made by an agent of the District’s Strategic Sourcing Department who is authorized to act on behalf of the District. The District shall not be responsible for interpretations offered by employees of the District who are not agents of the District’s Strategic Sourcing Department.

In the event that a firm has contact with any official, employee or representative of the District in any manner contrary to the above requirements, said firm may be disqualified from further consideration.

RECAP OF OFFERS SUBMITTED: Vendors wishing to receive a recap after recommended award of the Solicitation may do so by including an email address in the space provided:

SUBMISSION OF OFFERS: An original Offer and six copies of each Offer must be received at the time and place specified in this Solicitation. The Vendor is responsible for addressing the envelope as indicated below. If the bid arrives late, it will be returned unopened to you. Address the envelope as follows:

Denver Public Schools
Purchasing Department
780 Grant St. Rm# 310
Denver, Colorado  80203
BD1636
Profile of the Denver Public Schools

The Denver Public Schools is the largest school district in Colorado, represents the largest employer in Denver. DPS is comprised of 185 schools, including traditional, magnet, charter and pathways schools, with a current total enrollment of 87,398 students. The school district covers approximately 200 square miles.

School communities have been given authority to make decisions on many issues affecting their local schools. Each school has a collaborative decision-making team consisting of parents, teachers, students (in the high schools), and business representatives who are elected yearly by their peers, and the school principal.

The Denver Public Schools are governed by a seven-member Board of Education. Members are publicly elected to four-year staggered terms. Five members of the School Board represent a geographic district of the city and two are at-large. Board members are responsible for setting policies for the overall operation of the District, as well as evaluating and hiring a superintendent to oversee the District’s daily operations.

The Superintendent is responsible to the Board of Education for carrying out District policy, administering the operation of the District and schools, supervising all District personnel and advising the Board of Education on all educational matters for the welfare and interest of the students.

Basic Purchasing Policy:

The principle objective of the Denver Public Schools Strategic Sourcing Department is to acquire quality goods and services for all District sites through an open, competitive bidding process while adhering to all State of Colorado statutes and Board of Education policies.

The Denver Public Schools Strategic Sourcing Department is a member of the National Institute for Governmental Purchasing (NIGP), which is dedicated to the establishment and maintenance of ethical standards and professionalism in public purchasing. We are also members of the Cooperative Educational Purchasing Council (CEPC), which is made up of 25 school districts along the Front Range (from Colorado Springs to Fort Collins). The mission of the CEPC is to support the educational process and enhance the value of public purchasing through cooperative procurement, high ethical standards, fiscal responsibility, networking and professional growth.

The Strategic Sourcing Department uses three types of formal solicitations: (1) Invitation to Bid (2) Request for Proposal (3) and Request for Quotes. These three instruments allow the district to purchase goods and services that meet definitive specifications and quality standards. We are most interested in seeing that ALL Vendors have an opportunity to do business with Denver Public Schools, thus strengthening and widening product and service choices while optimizing use of public funds.
Purpose of Solicitation

The purpose of this Solicitation is to establish a contract for the purchase of automotive batteries in conjunction with the District's total needs. Although the successful Vendor(s) will be designated as the sole provider(s) of specific awarded items to the District during the effective period of the contract, it is hereby agreed and understood that the Vendor will be required to provide periodic shipments of items during various delivery cycles throughout the term of the contract.

The District reserves the right to conduct negotiations with Vendors and to accept revisions of proposals. During this negotiation period, the District will not disclose any information derived from proposals submitted, or from discussions with other Vendors. Once an award is made, the solicitation file and the proposals contained therein are in the public record.

Section II
Scope of Work

TECHNICAL SPECIFICATIONS

1. All batteries must be sealed cover and maintenance free. All batteries must be high impact polypropylene cases. All batteries must be resistant to vibration damage as determined by SAE standard J537J.

3. Warranty start date will begin on the date the battery is installed in vehicle.

4. Successful bidder(s)/offeror(s) must stop at each agency listed and restock inventory and pickup battery cores (and supply documentation on core destruction) at no charge.

5. All batteries being bid must be new. No reconditioned, rebuilt, or factory seconds will be acceptable.

6. Factory documentation of manufacturing must be provided and attached to each battery.

7. Back orders are not allowed.

8. Vendor will be required to rotate stock quarterly or every three months using the battery date code as reference, at no charge.

9. Performance Testing
   The top rated vendor according to the scoring criteria in Item 18 below will be invited to perform specification compliance testing on their proposed products. Specific test procedures will be determined with the selected vendor after the vendor has been notified that they are the number one rated firm. All vendors are required to submit their proposed specific testing procedures and test equipment in their proposal.

10. Quality Assurance
    Vendors are notified that during the term of this contract, random product testing, as determined in Item 15 above, can be conducted. Costs, if any, for conducting the tests will be equally shared between the vendor and requesting District. Should the tested product fail the performance tests, all like product sold since the last performance test is subject to a 20% rebate to the District. The district, or vendor, can request testing at any time.

11. Scrap batteries
    Please provide in your proposal the amount your firm will reimburse the District for, and process used, in collecting and disposing of scrap batteries from the District.
12 Scoring Criteria

The evaluation committee will evaluate and score proposals based upon the following pre-established criteria:

<table>
<thead>
<tr>
<th>Category</th>
<th>Point Value</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pricing</strong></td>
<td>25</td>
</tr>
<tr>
<td>--Pricing per options</td>
<td></td>
</tr>
<tr>
<td>--Discounts offered</td>
<td>20</td>
</tr>
<tr>
<td><strong>Bidders capabilities</strong></td>
<td></td>
</tr>
<tr>
<td>--Description of firm and organization</td>
<td></td>
</tr>
<tr>
<td>--Company size and background</td>
<td></td>
</tr>
<tr>
<td>--Terms and conditions compliant</td>
<td></td>
</tr>
<tr>
<td>--Ability to perform services</td>
<td></td>
</tr>
<tr>
<td><strong>Technical compliance-scope of work and specification compliance</strong></td>
<td>25</td>
</tr>
<tr>
<td>--Scope of work compliant</td>
<td></td>
</tr>
<tr>
<td>--Analysis &amp; evaluation capabilities</td>
<td></td>
</tr>
<tr>
<td>--Customer service and support</td>
<td></td>
</tr>
<tr>
<td>--Warranty</td>
<td></td>
</tr>
<tr>
<td><strong>Schedule and project implementation</strong></td>
<td>10</td>
</tr>
<tr>
<td>--Project and implementation timeline meeting the District's requirements</td>
<td></td>
</tr>
<tr>
<td><strong>Past performance and references</strong></td>
<td>10</td>
</tr>
<tr>
<td>--Past performance for similar entities</td>
<td></td>
</tr>
<tr>
<td>--Public entity references-school districts, municipalities</td>
<td></td>
</tr>
<tr>
<td><strong>Value added components</strong></td>
<td>5</td>
</tr>
<tr>
<td>--Discounts</td>
<td></td>
</tr>
<tr>
<td>--Incentives / Rebates</td>
<td></td>
</tr>
<tr>
<td>--Programs or equipment offered</td>
<td></td>
</tr>
<tr>
<td>--Signing bonus ie: rebates or percentage rebates, Incentives, discounts, and credit programs based on sales volume</td>
<td>5</td>
</tr>
<tr>
<td><strong>Proposal preparation and compliance</strong></td>
<td>5</td>
</tr>
<tr>
<td>--Organization</td>
<td></td>
</tr>
<tr>
<td>--Insurance</td>
<td></td>
</tr>
<tr>
<td><strong>Total points possible</strong></td>
<td>100</td>
</tr>
</tbody>
</table>
13 Delivery

Vendors are required to provide same day service for orders placed prior to 10am on District work days for all districts within 50 miles of zip code 80204. Next day service is required for all orders received after 10am and for all districts outside of the 50 mile distance.

14 Value Adds

All vendors are required to stipulate what value added offerings their firm can provide. Examples include, but are not limited to:

- Training capabilities
- Diagnostics capabilities
- Additional product offerings
- New product/technology testing

Material Specifications:

*All Calcium/Calcium Construction, Flat Top Sealed Design.*

CONSTRUCTION

American Made Calcium Calcium Lead alloy Acid Maintenance Free flat top type battery  
Heavy duty case with construction to secure plates and grid against vibration  
Bottom of plates must be anchored, glued, or locked to prevent shorting and longer battery life. Denver Public Schools will be sole judge of equivalency of equal brand (s) quoted. All products will be maintenance free batteries with full frame calcium positive and calcium negative grid plate (no expanded metal) and forged positive and negative terminal bushing.  
31 Series stud type batteries will have stainless steel posts  
Battery sizes to accommodate normal school bus applications ie 31 series to fit three batteries in a three battery box.  
All batteries must be marked and labeled with CCA rating.  
All batteries being bid must be new. No reconditioned, rebuilt, or factory seconds will be acceptable

All bidders are to provide cut sheets and product information describing in detail battery construction and specifications.

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Why are we referring to marine cranking amps?  
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**BUSINESS RULES:**

Conflict Resolution – All resolution of business issues/concerns shall be presented, first, to the Parts Specialist. If resolve is unacceptable or not timely enough, the Maintenance Supervisor will intervene in the process. Should this fail to resolve the issue(s), the Fleet Manager shall be made to bring resolve to the issue/concern at hand.

Complaints – All complaints will be documented and presented to the Bookkeeper for resolve. If problem(s) cannot be resolved then the Fleet Manager will intervene.

Contracting Officer Representative (COR)– A COR will be appointed within the Maintenance Division to monitor and communicate with the vendor on issues relating to quality of service,
pricing, contract compliance, work practices, and preparation of Quality Deficient Reports (QDRs). Normally, the COR will be one of the Maintenance Supervisors or Parts Specialists.

Work Hours – Vendor must observe the Maintenance Division work hours (i.e. breaks, lunch hour, shift change, receiving, pick-up, liaison visits, etc.).

Safety – All on-site safety rules will apply to the Vendor when delivering orders (i.e. speed, parking, flow of traffic, use of safety work devices, etc.).

Billing Requirements – A copy of the invoice must be forwarded to the Maintenance Division Bookkeeper and the District Accounts Payable Division within twenty-four hours after delivery. Unsigned invoices and/or delivery tickets will not be considered for payment. The Denver Public School’s purchase order number(s) must appear on all invoices and delivery tickets. If the purchase order number does not appear on the delivery ticket, the order will be refused. It is extremely important that Denver Public School purchase order numbers be reflected on all delivery tickets and invoices, and that a signature be obtained by the Vendor when repairs have been completed.

Buy Back Requirements – The Vendor shall provide a buy back policy for stock which is ordered in excess, resulting from a over shipment, computer glitch, or when the Maintenance Division has determined that a reduction of authorized stock levels is required. Parts returned will be credited, to the District, at the actual purchase price.

Section III
Proposal Preparation and Submission Requirements

To enable the District to conduct a uniform review of all proposals submitted in response to this solicitation, components of the proposal shall be submitted as set forth below. The District reserves the right to reject submittals that do not follow the requested format.

This section should clearly define what is needed from the Vendor and in what order you would like the response submitted (you need a precise order for ease of evaluation).

Suggestions

TAB A- Cover Sheet. Submit the signed, completed Cover Sheet from this Request for Proposal

TAB B- Management Summary. Include a management summary which provides an overview of proposed services. Vendors should emphasize why their proposal is best suited to meet the needs of the District.

TAB C-Technical Summary. Include a summary of your technical offering; an overview of products and services to be provided to the District. Include within this section, technical descriptions, drawings, plans, and specifications as related to your offering.

TAB D- Project Schedule and Implementation Plan. Provide a detailed implementation plan. (2 Page limit)

TAB E- Pricing.
   A. Submit a price proposal to perform all services detailed in your scope of work.
   B. Submit any other pricing/cost data necessary to carry out the project.

TAB F- Vendor Profile. Provide a Vendor Profile to include:
   A. An overview of the company
   B. The length of time the Vendor has been in business
   C. An outline of the Vendor’s background and overall qualifications
   D. Resumes of key personnel
E. Provide a minimum of three client references; including complete addresses, telephone numbers, contact person and email address. Describe the contract for each reference and year(s) of service to date.

File the following in TAB A

Certification Regarding Debarment and Suspension
Prospective participant certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

Certification Regarding Lobbying Activities
The undersigned certifies, to the best of its knowledge and belief that:
No federal appropriated, or any other funds have been or will be paid on behalf of influencing the award of a Federal contract, grant, loan or cooperative agreement.

Does your offer comply with all the terms and conditions? If no, indicate exceptions. Yes _________ No _________

Does your offer meet or exceed all specifications? If no, indicate exceptions. Yes _________ No _________

May any member of another governmental jurisdiction avail itself of this contract and purchase any and all items specified? Yes _________ No _________

State percentage of prompt payment discount, if offered. ___________ %

______________ DAYS, NET____________

State total bid price (include all items bid as per Section III, Paragraph C, Page 16) ______________

State total bid price with discount. ______________

The District has a VISA Procurement Card Program.
Will you accept the District’s Visa as payment for goods and/or services purchased from this Proposal? Yes _________ No _________

Signature of Authorized Certifying Official

Title

Applicant Organization

Date
DENVER PUBLIC SCHOOLS SUPPLIER PORTAL

Effective July 1, 2013, all business conducted with Denver Public Schools will require you to be registered on the DPS Supplier Portal.

The Denver Public Schools (DPS) District is modernizing its Financial Management and Strategic Sourcing business processes to include two-way web-based communication with its Suppliers and Vendors. The benefits extended to our supplier/vendor business partners that register with DPS include:

- Electronic Bidding Events/Solicitations.
  - Bids and Proposals sent directly to your personal Supplier Portal account
  - On-line bid responses, negotiations, awards, and much more
- Direct submission of electronic invoices (depending on your contractual relationship).
- Complete view of your contracts, purchase orders, invoices and payments online through your “Supplier Portal”.
- Ability to maintain your business profile, points of contact, diversity qualifications, list of commodities you wish to provide, W-9s, certifications and insurance documentation, along with optional subcontractor tracking.
- Historical record of your interaction and performance with DPS

Access to the supplier portal can be found here: http://purchasingts.dpsk12.org/bids/

Supplier Portal User Guides are available at same link (under the ‘Suppliers/Vendors’ link on the right-hand of the page).