



# **Request for Quotation 712-16**

## **Smart UPS Units**

### **Due:**

05/27/2016  
2:00 p.m. Mountain Time

### **Buyer:**

Linda Ouellette C.P.M.  
Procurement Specialist  
802 Grand Avenue  
Glenwood Springs, CO 81601  
[bids@coloradomtn.edu](mailto:bids@coloradomtn.edu)

**REQUEST FOR QUOTATION #712-16**  
**SMART UPS Units**

# Introduction

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Colorado Mountain Junior College (“CMC”) is a Colorado statutory junior college district established in 1967, and includes three residential campuses, eight commuter campuses, a Distance Learning program and administrative offices. The District covers all or part of nine counties in Colorado, encompassing 12,000 square miles. Please visit our website at [www.coloradomtn.edu](http://www.coloradomtn.edu) for more information about our college.

CMC is seeking to purchase SMART-UPS units with pre-installed network cards for use at three of our campus locations. Product minimum specifications are described below.

CMC reserves the right to make multiple awards resulting from this RFQ or to award no contract at all. After a contract is signed, CMC will post bid award information on the Purchasing website, [www.coloradomtn.edu/purchasing](http://www.coloradomtn.edu/purchasing).

# Specifications

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Grouped by campus location:

- CMC’s Breckenridge Center, 107 Denison Placer Rd., Breckenridge, CO 80424  
Three (3) New - APC SMART-UPS RT 2200VA 120V WITH AP9631 NETWORK CARD PRE-INSTALLED.  
ITEM # SURTA2200RML2U-NC  
One (1) – APC SMART-UPS RT 3000VA 120V WITH AP9631 NETWORK CARD PRE-INSTALLED  
ITEM # SURTA3000RML3U-NC
- CMC’s Edwards Campus, 150 Miller Ranch Rd, Edwards CO 81632  
Two (2) New - APC SMART-UPS RT 2200VA 120V WITH AP9631 NETWORK CARD PRE-INSTALLED  
ITEM # SURTA2200RML2U-NC
- CMC’s Carbondale Lappala Center, 690 Colorado Ave, Carbondale C) 81623  
One (1) New - SMART-UPS RT 2200VA 120V WITH AP9631 NETWORK CARD PRE-INSTALLED.  
ITEM # SURTA2200RML2U-NC  
One (1) – APC SMART-UPS RT 3000VA 120V WITH AP9631 NETWORK CARD PRE-INSTALLED  
ITEM # SURTA3000RML3U-NC

CMC is funding this purchase with money appropriated in our fiscal year 2016 budget that ends on June 30<sup>th</sup>. Therefore, all products must be received by the college prior to our fiscal year end; June 30, 2016.

All bids must be submitted to [bids@coloradomtn.edu](mailto:bids@coloradomtn.edu) no later than the due date specified in the timeline. Bid responses must include the RFQ number and the short description of the RFQ in the subject line of the email. Note all proposals must be submitted to [bids@coloradomtn.edu](mailto:bids@coloradomtn.edu); Rocky Mountain E-Procurement system is just our notification tool; we do not accept submittals here.

It is our preference to award to one vendor that can deliver all requested products. CMC will accept products that are compatible with our existing system, and are equivalent to or better than the specifications in this RFQ document

# Timeline

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	DATE	TIME
ISSUE DATE	05.20.2016	4:00 PM
QUESTIONS DUE – VIA EMAIL TO <a href="mailto:bids@coloradomtn.edu">bids@coloradomtn.edu</a>	05.24.2016	2:00 PM
QUESTIONS ANSWERED	05.25.2016	4:00 PM
REQUEST FOR QUOTATIONS (RFQ) DUE – VIA EMAIL TO <a href="mailto:bids@coloradomtn.edu">bids@coloradomtn.edu</a>	<b>05.27.2016</b>	<b>2:00 PM</b>
TARGET AWARD DATE (SUBJECT TO CHANGE)	05.30.2016	4:00 PM

CMC will evaluate and recommend for award the proposal offering the College its best value. Price is a primary consideration but may not be the only criteria evaluated. Quality, delivery, service, past performance and reliability are examples of other selection criteria that may need to be considered by CMC. We will accept quotations from alternate brand names if the product is equivalent to or better than the specification, in CMC's sole judgment. In such case, please clearly state any exceptions to, or deviations from, the specifications, terms or conditions, including specifications and pictures depicting proposed equals. Responses not specifying brand name and model number shall be considered as offering the exact product specified by CMC. Please include a direct link to the product(s) you are bidding on and submit your best and final offer.

Send your quotation to [bids@coloradomtn.edu](mailto:bids@coloradomtn.edu) with the RFQ number (RFQ-xxx-15) and the short title description of the RFQ listed in the subject line of the email. CMC cannot accept a late or incomplete quotation. If your quotation is received after the proposed date and time or is incomplete it will not be accepted. Please submit your quotation early to avoid timing discrepancies. The official time of your submittal will be the time stamped on the email by CMC's email server. You will receive an error message if your email was not successfully delivered. In the absence of that message you can assume confirmation that your quotation was accepted, CMC cannot promise to individually confirm all quotation submittals.

The bid award will be posted to the Purchasing Department's website at [www.coloradomtn.edu/purchasing](http://www.coloradomtn.edu/purchasing) under the bids, RFPs, RFQs, section upon final award and execution of any related contract or agreements. It shall be the bidder's responsibility to monitor the website on a regular basis for any changes or addenda issued.

# Miscellaneous Terms

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**Contract Terms.** Any contract resulting from a selection arising from this RFQ shall include CMC's Terms and Conditions, and any other written requirements of CMC, including but not limited to the CMC Insurance Requirements, if applicable.

**Tax and Delivery.** All prices must be firm and quoted complete and F.O.B. CMC. Do not include sales and use tax as CMC is a Colorado tax exempt entity.

**Submission of Quotes.** By submitting a response to the RFQ, each bidder represents that they have read and completely understand the RFQ documents.

**Errors.** Bidders shall promptly notify CMC of any ambiguity, inconsistency, or error, which they may discover upon examination of the RFQ documents.

**Qualifications of Bidders.** CMC requires all vendors to be professional individuals or organizations with legitimate ongoing business operations. No vendor or immediate family member may be both an employee of the College and an independent contractor. Any potential conflict of interest must be disclosed in writing to the College purchasing department prior to acceptance of an award.

**Appropriation of Funds.** Any contract resulting from a selection arising from this RFQ shall be contingent upon sufficient appropriations by the CMC Board of Trustees, in its sole discretion.

**Federal and State Law.** All quotations must conform to the minimum federal and state regulations applicable to CMC with respect to bidding, discrimination, wage rates, conflicts of interest, etc. It is the bidder's responsibility to understand CMC's regulatory environment.

**Rejection/Acceptance of Proposal.** CMC reserves the right to purchase none, all or part of the materials/services listed and to waive any formality associated with this proposal if it is determined to be in the best interest of the college.

Thank you for your interest in CMC and this project.

## Exhibit A

### Colorado Mountain College Purchase Order Terms & Conditions

#### 1. Offer/Acceptance

If you have submitted a bid/quote/proposal to us this Purchase Order is an acceptance of your offer. If you have not submitted a bid/quote/proposal to us, this Purchase Order is an offer to buy, subject to your acceptance, which must be demonstrated by your written acknowledgement or fulfillment of the specifications in this Purchase Order. To the extent there is any inconsistency between this Purchase Order and your offer or any other agreement, the terms of this Purchase Order shall control. Except as expressly provided herein, this Purchase Order supersedes all prior communications, oral and written.

#### 2. Acknowledgement

Vendor acknowledges that all terms as to quantity, quality, price, time of delivery and other specifications are material elements of this Purchase Order and must be strictly complied with.

#### 3. Quality

The vendor agrees to furnish the products and/or services in strict accordance with the specifications and at the price set forth for each item. None of the terms or specifications stated in this Purchase Order may be added to, modified, superseded or otherwise altered except in writing, signed by an authorized representative of the Colorado Mountain College (the "College") Purchasing Department or Executive Office and sent by the College to vendor. Each shipment received by the College from vendor shall be deemed to be only upon the terms contained in this Purchase Order, notwithstanding any terms that may be contained in any acknowledgement, invoice form, or other act or document of vendor and notwithstanding College's act of accepting or paying for any shipment or similar act of College.

#### 4. Termination Prior to Performance

Purchase Orders may be terminated from time to time before delivery for the convenience of the College. College also reserves all rights under the Uniform Commercial Code Article 2-609 regarding insecurity of vendor's ability to perform.

#### 5. Termination After Contract Formation or Performance

a. Failure of Vendor to Deliver. In the event that vendor fails to deliver or perform as and when promised, the College reserves the right to cancel its order, or any part thereof, without prejudice to its other rights, and vendor agrees that the College may return all or part of any shipment so made, and may charge vendor with any loss or expense sustained as a result of such failure to deliver or perform as promised. Time is of the essence.

b. Unless otherwise agreed in writing, in addition to the rights and remedies governing the transaction of goods in the Uniform Commercial Code (UCC), the Purchasing Manager may terminate this Purchase Order in whole or in part, for the convenience of the College. The Purchasing Manager shall give written notice of the termination to the vendor specifying the part of the Purchase Order terminated and when termination becomes effective. Upon receipt of the notice of termination, the vendor shall incur no further obligations except to the extent necessary to mitigate costs of performance. Upon such termination, the College shall pay vendor for all delivered and accepted goods, supplies and services but shall not be liable for any undelivered or unaccepted goods, supplies and services that were previously anticipated under this Purchase Order.

#### 6. Delivery/Inspection/Acceptance

a. Unless otherwise specified in the solicitation or in this order, delivery shall be F.O.B. destination. Please advise Purchasing Manager immediately if you cannot guarantee the complete shipment will arrive on your promised delivery date noted on the Purchase Order. The title and risk of loss of the goods shall not pass to the College until the College actually receives the goods. All risk of transportation and all related charges shall be the responsibility of vendor.

c. The College shall have the right to inspect and test the goods at delivery before accepting them. If the College elects to inspect or test, successful completion of such inspection and testing shall be a prerequisite to the College's acceptance. Payment shall not constitute acceptance.

d. The College shall notify the vendor promptly of any damaged goods or goods not in conformity with the terms of this Purchase Order. If any goods are not in conformance with this Purchase Order the College may (1) retain all or any portion of the goods delivered under this Purchase Order and return, at vendor's sole cost and expense, those goods not retained- all without waiver of any claim the College may have for vendor's breach including, without limitation, the right to damages and the right to cancel this Purchase Order, (2) rescind this Purchase Order as to such non-conforming goods and the College shall receive a full refund, (3) accept such nonconforming goods at an equitable reduction in price, or (4) reject the nonconforming goods and require delivery of suitable replacements. A breach of this Purchase Order by vendor may, in the College's sole discretion, constitute a breach by vendor of any other Purchase Order between vendor and the College entitling the College, in addition to any other remedies it may have, to cancel such other Purchase Order.

#### 7. Pricing

a. Prices may not be increased for any reason whatsoever, without the College's express written consent. If price is omitted on the Purchase Order, vendor's price will be the lowest prevailing market price.

b. The College will not be charged for postage, packing, or other charges unless specifically set forth on the face of this Purchase Order.

#### 8. Payment

Payment will only be made upon submission of an acceptable invoice dated after the date of the Purchase Order. Invoices for Blanket Purchase Orders shall be delivered prior to the ending date if indicated. Payment periods will start from the date of receipt of acceptable invoice or from date of receipt of acceptable merchandise at destination by authorized College agent, whichever is later.

#### 9. Taxes (State Tax Exemption Number 98-00796) (FEIN Number 84-0567768)

The College is a statutory junior college district in the State of Colorado and is exempt from all Federal taxes under Chapter 32 of the Internal Revenue Code and from all City and State taxes and use taxes.

#### 10. Intellectual Property

All research, data, plans, documents and the like relating to or arising from this Agreement are property of the College unless otherwise specified in the Scope of Work. Any reuse without prior written authorization is prohibited. All users of College technology are expected to use those resources in a responsible, ethical, efficient and professional manner consistent with all applicable laws, including FERPA, and College policies and procedures.

#### 11. Warranty

Vendor warrants that the goods covered by this Purchase Order are of excellent quality, are safe and fit for their intended purposes, and that such goods and their purchase and use by the College will not infringe upon or violate any patent, copyright, trademark, service mark or other right. Additionally, all provisions and remedies of the Colorado UCC relating to both implied and express warranties are herewith referred to and made

a part of this Purchase Order (including that the goods are free from defects in title, workmanship and material, free from defects in design, and of merchantable quality suitable for the purposes of the College). Further, vendor shall deliver to the College at the time of delivery of goods all applicable manufacturer warranties, and other express warranties applicable to such goods. Any vendor providing services shall perform all services in a good and workmanlike manner, to the reasonable satisfaction of the College. Vendor agrees, at its own expense, to diligently correct any work and replace any goods or materials deemed unsatisfactory by the College.

**12. Jurisdiction**

This Purchase Order shall be construed in accordance with the laws of the State of Colorado. In the event any dispute arises hereunder, the venue for any legal proceedings shall be in Garfield County, Colorado, and vendor hereby submits and agrees to the jurisdiction of the courts therein. The Colorado UCC shall apply to the interpretation and application of this Purchase Order to the extent consistent with the terms herein set forth.

**13. Compliance with Laws**

Vendor at its expense shall comply with all applicable Federal and State laws, rules, regulations, orders and ordinances from time to time in effect regarding the sale of goods or services under this Purchase Order; and upon reasonable request, vendor at its expense will execute and furnish to the College appropriate written certifications of compliance. The vendor is responsible for obtaining any and all licenses and permits required for the performance of this Purchase Order. Where applicable, such compliance shall include but not be limited to the Colorado Anti-Discrimination Act of 1957, as amended; the Rehabilitation Act of 1973, as amended; the Code of Federal Regulations provisions regarding equal employment opportunity, affirmative action, employment for disabled veterans and veterans of the Vietnam era, and employment of the handicapped; the Anti-Kickback Act of 1986; the Americans with Disabilities Act; and, with all rules, regulations and orders issued thereunder; and FERPA.

**14. Independent Contractor**

The vendor shall perform its duties hereunder as an independent contractor and not as an employee. Neither the vendor nor any agent or employee of the vendor shall be or shall be deemed to be an agent or employee of the College. Vendor shall pay when due all required employment taxes and income tax withholding including all Federal and State income tax and local head tax on any monies paid pursuant to this Purchase Order. Vendor acknowledges that the vendor and its employees are not entitled to unemployment or workmen's compensation insurance benefits from College and that College does not pay for or otherwise provide such coverage. Vendor shall have no authorization, express or implied, to bind the College to any agreements, liability, or understanding except as expressly set forth herein. Vendor shall be solely responsible for the acts and omissions of Vendor, its employees, and agents.

**15. Assignment**

Neither party to this Purchase Order may assign any portion of this agreement without the prior written consent of the other party.

**16. Fund Availability**

All financial obligations of the College subsequent to the fiscal year, ending June 30, are contingent upon funds for this purpose being appropriated, budgeted, and otherwise made available by the College Board of Trustees. This Purchase Order shall not be deemed to create any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever for purposes of Section 20(4)(b) of Article X of the State Constitution (Amendment 1).

**17. Exclusivity** -It is expressly understood that this Purchase Order does not grant vendor an exclusive privilege to furnish to the College any or all of the type of products and services, which are the subject of this Purchase Order, which the College may require. The College expressly reserves the right to contract with others for the purchase of products and services comparable or identical to the products and services that are the subject of this Purchase Order.

**18. Indemnification**

Vendor will indemnify, defend and hold the College harmless from and pay for any loss, damage, judgment, cost or expense (including without limitation, legal fees and court costs) arising out of (i) any actual or alleged death of or injury to any person, any actual or alleged damage to or destruction of any property, or any other actual or alleged damage or loss whatsoever, resulting or alleged to result in whole or in part from any actual or alleged defect in any goods or services covered by this Purchase Order, whether latent or patent and including, without limitation, any actual or alleged failure by such services and goods or the manufacture, possession, use or sale thereof to comply with any law, rule, regulation, ordinance or order; and (ii) any breach by vendor contained in this Purchase Order. Vendor shall be solely responsible for any and all losses, damages, injuries, or expenses, include consequential damages, incurred by vendor in connection with its performance pursuant to this Purchase Order. The College shall not be liable for and shall not indemnify vendor for any such losses, damages, injuries, or expenses.

**19. Insurance**

In accordance with the policies and procedures of Colorado Mountain Junior College District, all vendors and service providers must maintain certain insurance and specified limits for the duration of the contract. Vendor represents it carries currently in-force liability insurance as outlined in Colorado Mountain College Insurance Requirements. Colorado Mountain College reserves the right to ask for proof of this insurance.

**20. Rights and Remedies**

The rights and remedies of the College under this Purchase Order are cumulative and not exclusive of any rights or remedies to which the College is entitled by law. The exercise by the College of any right or remedy under this Purchase Order or under applicable law will not preclude the College from exercising any other right or remedy under this Purchase Order or to which the College is entitled by law.

**21. UCC**

Except as otherwise agreed, the Uniform Commercial Code shall govern in the case of transactions in goods. In the case of services, if the vendor refuses or fails to timely perform any of the provisions of this Purchase Order, with such diligence as will ensure its completion within the time specified in this Purchase Order, the Purchasing Manager may notify the vendor in writing of the non-performance, and if not promptly corrected within the time specified, such officer may terminate the vendor's right to proceed with the Purchase Order or such part of the Purchase Order as to which there has been delay or a failure to properly perform. The vendor shall continue performance of the Purchase Order to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere. Payment for completed services performed and accepted shall be at the Purchase Order price.

**22. Terms**

The terms "the College", "we" and "us" shall refer to Colorado Mountain Junior College District, the purchaser identified on the front side of this Purchase Order. The terms "vendor" and "you" shall refer to the vendor identified on the front of this Purchase Order.

**23. Miscellaneous**

a. The invalidity or unenforceability of any provision of this Purchase Order under any present or future law, rule, regulation or ordinance will not affect any other provision of this Purchase Order, and the remaining provisions of this Purchase Order shall continue with the same force and effect as if such invalid or unenforceable provision had not been inserted in this Purchase Order.

b. No term or condition of this Purchase Order shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, CRS-24-10-101 et seq. the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now or hereafter amended.

c. All goods delivered and labor performed under this Purchase Order shall be free of all liens and, if the College requests, a formal release of all liens shall be delivered to the College.

d. No revision of this Purchase Order shall be valid unless made in writing and signed by a duly authorized representative of the parties.

**24. CORA**

It is understood that the College is a public institution and, as such, is subject to the Colorado Open Records Act, CRS §§ 24-72-101 et. seq. ("CORA"). Except as otherwise agreed prior to the award or finalization of any vendor transaction, College shall provide upon request by any third party all information pertaining to such transaction which must be disclosed pursuant to CORA, and College's obligations under CORA supersede its obligations under any agreement, contract, purchase order or negotiated transaction.