

**Federal, State and Intergovernmental Relations (FSIR)
Meeting
August 9, 2019
10:00 AM-11:00 AM
Mount Elbert**

**Council Member Charlie Richardson, Chair
Council Member Marsha Berzins, Vice Chair
Council Member Crystal Murillo, Member**

Serve as leaders and partner with other governments and jurisdictions

- | | | | |
|----|---|----------------|--------|
| 1. | Approval of May 23, 2019 draft Minutes | CM Richardson | |
| 2. | Consent Items (None) | | |
| 3. | PFAS Presentation | Marshall Brown | 30 min |
| 4. | Aurora Sister Cities International | Karlyn Shorb | 5 min |
| 5. | State lobbying RFP Process | Michael Crews | 10 min |
| 6. | Miscellaneous Matters for Consideration | | |
| 7. | Set/Confirm Next Meeting | CM Richardson | |

Next meeting - TBD

Federal, State and Intergovernmental Relations (FSIR) Meeting
May 23, 2019

Members Present: Council Member Charlie Richardson, Chair, Council Member Marsha Berzins, Vice-Chair, and Council Member Crystal Murillo, Member

Others Present: Brad Pierce, Dianna Pena Khribeche, Julie Patterson, Kathy Kitzmann, Lee Ann Morning, Liia Koiv-Haus, Mathew La Crue, Michael Crews, Minsoo Song, Nancy Rogers, Natalia Campbell, Porter Ingrum

1. APPROVAL OF MINUTES FROM APRIL 26, 2019 MEETING :

April 26, 2019 minutes were approved as written.

2. CONSENT ITEMS: None

3. STATE LEGISLATIVE SESSION BILL REVIEW:

Matt La Crue, the city's contract lobbyist, provided the committee with a summary of the 2019 End of Legislative Session report. M. La Crue noted that one of the last bills introduced in the legislature was SB19-263 which will delay a ballot question on transportation funding from 2019, as promised in SB18-001, to 2020. Per M. La Crue, there have been no major changes since the end of session and the Governor is in the process of signing legislation. Interim committee schedules are in the process of being finalized and committees are expected to start in July and run through late fall. CM Richardson asked to be made aware if the Governor appoints a blue ribbon commission.

4. AURORA WATER STATE LEGISLATIVE UPDATE:

Kathy Kitzmann, Water Resources Principal with Aurora Water, provided the Committee with an update on the Department's legislative activities. Per K. Kitzmann, Aurora Water monitored 52 bills during the legislative session. K. Kitzmann indicated that this was a mild session with no actively support and actively oppose bills. The Department was tracking 2 bills which failed related to instream flows. Interim committees will be working on the issue and will likely introduce legislation to address concerns around instream flows. HB19-1327, which will be on the ballot this November would authorize sports betting in the state. Revenue from the bill will fund the state water plan and the Department was supportive if asked on the bill.

CM Berzins asked if the sports betting bill excludes Arapahoe Park. M. La Crue explained if the sports betting bill is approved by voters, it will be located in the mountain casino towns. M. Crews stated that there is still the online component but there is no clear link between off-track sports betting and online betting.

CM Berzins suggested working on messaging on the rules of fireworks. Julie Patterson stated that the Communications department along with AFD will work on messaging.

5. CENSUS COMPLETE COUNT COMMITTEE REPORT:

Diana Pena Khribeche introduced herself as the City of Aurora's Census Coordinator and introduced Lee Ann Morning, Partnership Specialist with U.S. Census Bureau.

D. Pena Khribeche stated that Census day is April 1, 2020, and the city and Census Bureau are focusing on hard to count communities across the city. Per D. Pena Khribeche, in the 2010 census, 15,000 kids in Colorado were not counted and this brings out the point that we need to make sure that everyone is counted. The city's Complete Count Committee kick off and 2-hour training by L. Morning is scheduled on July 19, 2019.

CM Berzins asked about the pay scale of Census positions. D. Pena Khribeche answered that there are different levels of positions and the pay varies. People can apply through USAJobs or through the census office in Aurora. Requirements for Census positions include that the applicant is a U.S. citizen who is at least 18 years old.

L. Morning said the pay range in the Denver Metro area is between \$16 and \$21 an hour. The Aurora Census office will be open this summer. Currently, they are hiring for the management team for the Aurora office.

R. Venegas noted that D. Pena Khribeche is one member of the city Census team, working in the Planning Department, and the Communications department has hired a person to work on communications and marketing. D. Pena Khribeche will be reaching out to community members interested in joining the city's Complete Count Committee. R. Venegas asked the Committee to make recommendations of those they thought should be on the Complete Count Committee.

CM Berzins asked if Census positions are a full-time position and D. Pena Khribeche answered yes. Some of the field jobs are more flexible for evenings and weekend. CM Richardson asked if the FSIR committee would be responsible for the Census effort and R. Venegas confirmed that it would be.

CM Murillo stated that the Census will be discussed during her Ward I Town hall meeting in August. D. Pena Khribeche stated that she or L. Morning would attend the meeting.

CM Murillo asked how we could make the Census more relevant to people's everyday life. L. Morning answered she would prefer to have meetings early on and multiple times. For areas where there is so much concern, fear, and unease, we need to get the message out from multiple sources and it will ease those concerns. L. Morning continued by addressing the citizenship question stating that a decision should be made by the end of June. We need to give out as much and as accurate information that we can to get the best count.

R. Venegas said through a various public campaign channels and through an extended period, the city is hoping to achieve complete count.

Outcome: The Committee decided to move the presentation to Study Session for information only.

Follow-up: Staff to place this item on a future Study Session.

6. MISCELLANEOUS MATTERS FOR CONSIDERATION:

Denver Metroplex Environmental Assessment

Porter Ingram, Senior Planner with the Planning Department, provided the committee with a brief overview of the Denver Metroplex Draft Environmental Assessment. Per P. Ingram, staff has been reviewing the Denver Metroplex Environmental Assessment by the Federal Aviation Administration (FAA) and it is very technical and not accessible to the layperson. Staff did complete an analysis of the draft and the overall level of noise experienced by Aurora residents is not expected to increase as the draft is currently written.

Brad Pierce shared the concerns of Centennial Airport with the proposed BRNKO route. There is no information provided to describe the route under prevailing wind conditions. Centennial Airport's other concern is that the FAA is not following the National Environmental Policy Act (NEPA). Under FAA rules, this environmental assessment should be under the NEPA guidelines but it is not. Contained within the FAA's reauthorization bill, the FAA must consider the following when conducting environmental assessments: improving community input, noise exposure studies, studies on health impact, and studies of alternative noise metrics. Since these provisions have not been implemented yet, Centennial Airport does not want the Metroplex Environmental Assessment to go forward and is asking neighboring cities to support their position.

B. Pierce is looking for Council's guidance on this matter because the public comment period ends on June 6 and he would like to know if the city would like to formally comment on the issue. CM Richardson proposed to continue observing the proceedings. CM Murillo asked to clarify that the Metroplex Environmental Assessment will not have a high negative impact on our constituents. B. Pierce confirmed that it will not have a significant impact. CM Murillo stated that giving input if there is legitimate concern is reasonable but the committee does not know what proper language for the comment would look like. The Committee asked staff to provide the draft comment and they will review it.

7. CONFIRM NEXT MEETING

The next meeting will be held on Friday, June 28, 2019, at 1:30 PM in the Mt. Elbert conference room.

Approved:

CM Charlie Richardson Date
Committee Chair



Federal, State and Intergovernmental Relations Agenda Item Commentary

Item Title: PFAS, per- and polyfluoroalkyl substances presentation
Item Initiator: Michael Crews, Intergovernmental Relations Coordinator
Staff Source: Marshall Brown, General Manager Aurora Water
Deputy City Manager Signature:
Outside Speaker:
Council Goal: 2.0: Serve as leaders and partners with other governments and jurisdictions--2012: 2.0--Serve as leaders and partners with other governments and jurisdiction

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item and Move Forward to Regular Meeting
- Information Only

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

PFAS are a group of synthetic chemicals that are in a wide array of products. There is a growing concern with PFAS being persistent in the environment and being linked to adverse health effects Congress has prioritized addressing PFAS issues and has introduced over 35 bills this session. Water utilities are engaged and advocating for sound policy with caution for unintended liability and costs for water services.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Per- and polyfluoroalkyl substances (PFAS) are a man-made class of chemicals that have been manufactured since the 1940's and do not naturally occur in the environment. The PFAS family includes over 3,000 individual compounds with over 1,200 having been used in commerce and approximately 600 are still imported or manufactured in the USA today. PFAS have been developed for unique and exceptional oil and water repellency, temperature resistance, and friction reduction properties. These compounds are used in a wide array of products and industries, including food packaging, non-stick cookware, water repellent clothing, and firefighting foam. The same attributes that make PFAS desirable in products also makes these chemicals stable and persistent in the environment. Human exposure occurs through ingestion of contaminated food and water. PFAS have been detected in the general human population. There is evidence of adverse health effects with continued exposure to PFAS. Localized contamination of air, water, and soil are associated with manufacturing sites and locations where firefighting foam was used such as airfields, oil refineries, or military bases. Runoff and percolation can disperse PFAS into surface water and groundwater. Over the last 15 years, the Environmental Protection Agency (EPA) has worked with

manufacturers to phase out two prominent PFAS, perfluorooctanoic acid (PFOA) and perfluorooctane sulfonic acid (PFOS). This last February, EPA released its PFAS Action Plan which laid out regulatory initiatives for public health and the environment. During this 116th Congress, detections of PFAS in drinking water supplies and concerns about public health have prompted several congressional hearings and the introduction of over 35 bills addressing PFAS in addition to EPA's efforts. Most recently, there have been House amendments to the National Defense Authorization Act (NDAA). The House and Senate NDAA versions include a variety of PFAS amendments and will go to a joint house-Senate conference committee for reconciliation. A couple of the House amendments are of concern to water utilities nationwide. One House amendment would require EPA to list all PFAS as hazardous substance under CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act). Another House amendment would add PFAS to the list of toxic pollutants under the Federal Water Pollution Control Act resulting in EPA publishing effluent and pretreatment standards. The toxic pollutant and hazardous substance issues are controversial as it has increased liability and cost implications for water utilities. Recently, Aurora Water sent a letter to congressional members highlighting PFAS issues and considerations (attached). As congress works on PFAS legislation and amendments, Aurora Water recommends continued advocacy for solutions that are science based and that do not shift PFAS related liability from PFAS producers to water utilities.

QUESTIONS FOR Committee

Does FSIR support Aurora Water continuing its advocacy efforts in line with the previous July 5th letter to congress?

EXHIBITS ATTACHED:

Congressional House Letter PFAS Aurora Water 7-5-19.pdf

Water Administration
15151 E. Alameda Parkway, Suite 3600
Aurora, Colorado 80012
303.739.7370

Worth Discovering • auroragov.org

July 9, 2019

The Honorable Jason Crow
U.S. House of Representatives
1229 Longworth House Office Building
Washington, DC 20515

Re: PFAS, per- and polyfluoroalkyl substances

Dear Representative Crow:

Aurora Water takes great pride in the services we provide to our customers and strives every day to remain in compliance and provide the safest drinking water possible to about 375,000 residents in your district. As Congress addresses the very important issue of per- and polyfluoroalkyl substances (PFAS) in water, Aurora Water requests Congress consider possible ramifications of regulating contaminants through legislation. Aurora Water understands Congress' concerns surrounding the human health and ecological risks surrounding PFAS; however, we wish to ensure legislation doesn't result in unintended consequences.

The Senate has included a number of major provisions regarding PFAS in its National Defense Authorization Act, S. 1790, and the House has defense-related PFAS provisions in its own defense authorization act. Aurora Water is also aware that several stand-alone PFAS bills are under consideration. We have recommendations for proposed PFAS legislation that we believe will make it more effective, and consequently, provide better health protection for our customers. The recommendations include the following:

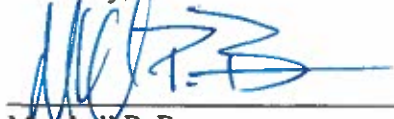
1. Congress should not mandate that EPA set a drinking water standard for per- and polyfluoroalkyl substances (PFAS) as a group or class.
 - a. Congress should allow the existing scientific, risk-based processes designed to set drinking water standards to be fully implemented and followed.
 - b. PFAS is such a broad group that it is impossible to fully understand the regulatory implications and potential unintended consequences of such a mandate.
 - c. While research exists for legacy PFAS compounds like PFOA and PFOS, little is known about the potential health impacts of thousands of additional compounds in the class.
 - d. EPA already has authority under the Safe Drinking Water Act to regulate contaminants when warranted.
2. Liability for PFAS clean-up should rest with PFAS producers.
 - a. Congress should not hold community drinking water and wastewater facilities liable for PFAS contamination caused by PFAS products that we now realize should not have been allowed to be introduced into the environment.

- b. Designating “PFAS” as a CERCLA (“Superfund”) hazardous substance would help communities that have a known responsible party with financial means to pay for clean-up. However, it could also create liability for many communities where such a known responsible party does not exist (e.g., drinking water treatment plant residuals, wastewater treatment plant biosolids, etc.).
 - c. Congress should be mindful of unintended consequences for drinking water systems. PFAS in source water may be retained in solids removed through treatment and will be found in media used to remove PFAS. A hazardous substance designation could result in water systems being liable under CERCLA for disposing of these materials even if they used best practices at the time. Going forward, hazardous substance designation would substantially increase the cost of disposing of these materials.
 - d. If Congress does designate PFAS as a hazardous substance under CERCLA, an exemption for water treatment residuals should be included.
3. Congress should not direct EPA to prepare drinking water health advisories for PFAS compounds under the Safe Drinking Water Act.
 - a. Such advisories would be de facto maximum contaminant levels without consideration of feasibility (e.g., available analytical methods, effective drinking water treatment options, consideration of benefit-cost analyses, or due process with adequate notice and comment).
4. If Congress sets rapid timeframes for regulatory activity, then it must provide the resources to allow those actions to occur.
 - a. Setting timelines without adequate resources to assist EPA could set the drinking water regulatory community on a path to failure. The agency will need resources to:
 - 1) fund research to support decision-making;
 - 2) develop policy and associated public engagement;
 - 3) help states with rule implementation; and
 - 4) provide technical assistance and funding for impacted water systems.
5. It is time for Congress to ensure that EPA utilizes the Toxic Substances Control Act to understand and control the risk posed by PFAS before allowing products containing these compounds to be introduced into commerce.

Regulatory actions need to be prudently implemented to avoid aggravating affordability issues for customers. Imposing new maximum contaminant levels and associated treatment requirements based on inadequate information and a lack of scientific basis may result in using scarce resources that could be better served in other areas in need of attention. The nation can ill afford further erosion of public confidence in drinking water and the existing regulatory system that is in place to protect it.

If you would like to learn more about how we treat and distribute drinking water to our customers, please do not hesitate to contact me. We could even discuss a visit to our facilities if there is interest.

Sincerely,



Marshall P. Brown
General Manager, Aurora Water



Federal, State and Intergovernmental Relations Agenda Item Commentary

Item Title: Aurora Sister Cities International
Item Initiator: Michael Crews, Intergovernmental Relations Coordinator
Staff Source:
Deputy City Manager Signature:
Outside Speaker: Karlyn K. Shorb, CEO Aurora Sister Cities International
Council Goal: 1.0: Assure a safe community for people--2012: 1.0--Assure a safe community for peopl

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item and Move Forward to Regular Meeting
- Information Only

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

Aurora Sister Cities International is an independent, non-profit dedicated to developing and promoting global partnerships for the city, including increased opportunities for international collaboration, educational exchange, community partnerships, and cooperation among the government, business, and citizenship of Aurora, Colorado.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Karlyn Shorb CEO of Aurora Sister Cities International will provide the committee with an informational update.

QUESTIONS FOR Committee

EXHIBITS ATTACHED:



TO: City of Aurora City Council & City of Aurora Management

FROM: Karlyn K. Shorb, Aurora Sister Cities International

DATE: July 15, 2019

RE: 2019 Second Quarter Report

Planning for 2019 and Beyond

In 2019 ASCI will:

- pursue a new partnership in Japan and will host an exploratory mission to Japan in November 2019;
- partner on a “philanthro-travel” trip to Ethiopia in September 2019;
- host a movie screening in partnership with Denver Sister Cities’ Axum, Ethiopia Committee Fall 2019;
- send a group of Aurora students to Seongnam City to our partner city’s Global Youth Summit in October of 2019;
- host 2 cohorts of our *Global Youth Leaders* camp for 13-15 year olds in June and July 2019;
- continue GYL Quarterly Workshops;
- send 2-3 students on scholarship to Japan in June 2019;
- support Korea Town initiative;
- support the Korean War Memorial efforts;
- launch a Central America committee and re-vamp collaboration efforts between Aurora and both of its Central American partners;
- lead a delegation to Korea to attend the Seongnam City global SMART Cities conference in October of 2019;
- and move to a new phase of partnership with World Denver, Denver Sister Cities and World Trade Center-Denver.
- ASCI will also continue to support and participate in the City of Aurora’s annual *Global Fest*, as well as hosting a number of its own, independent globally-focused events.
- ASCI will continue to host fundraising activities monthly throughout the year including our February Winter Fundraiser, an August Luau to benefit the ASCI Japan Committee, two *Painting for a Purpose* fundraisers (April and November), two house parties hosted by ASCI board members (May and TBD), and two Skate City K-pop Nights (June and November).

January 2019

- The ASCI Board has voted on strategic goals for 2019, and will focus on strengthening the City Committees and recruiting new board members in 2019. Fundraising is also a primary priority with the goal of hiring additional staff in 2020.
- Since January 2019, ASCI has applied for the following grants in support of its *Global Youth Leaders* program: \$7,500 from the Denver Foundation; \$6,500 from the Denver Foundation Nonprofit Internship Program; \$5,000 from the Aurora Rotary Foundation; Network for Good; Wal-Mart; *KarsforKids* and Visit Aurora. So far, ASCI has received notice of a \$700 grant from Wal-Mart; a \$7,500 grant from the Denver Foundation; a \$4,600 grant from Visit Aurora and \$6,500 from the

Denver Foundation to host and pay a college intern to work 300 hours from May to August 2019. ASCI is also registered with AmazonSmile, the city of Aurora employee giving campaign, JustGiving, and King Soopers Community Rewards. The Aurora Chamber of Commerce, Community College of Aurora and Visit Aurora continue to support ASCI as institutional partners.

- The Korea Committee met twice in January to discuss 2019 priorities which include support of the Korean War Memorial efforts, support of K-Town efforts, fundraising to send students to Korea, and planning to send members to Korea for a SMART Cities conference hosted by the City of Seongnam.

February 2019

- On Saturday February 16th, in collaboration with the Office of International and Immigrant Affairs, ASCI hosted a Conflict Resolution Workshop for the Ethiopia Committee.
- On February 17th, ASCI collaborated with the Aurora Rotary Club and hosted a volunteer night at *Flower Power* at the Colorado Convention Center's Home and Garden Show. 10 *Global Youth Leaders*, 4 GYLP parents, and 2 staff participated in the event which provides flowers and plants to Senior Living Centers around the community. This was GYLP's first Quarterly Meet-up for 2019.

March 2019

- ASCI hosted its second annual Winter Celebration and Fundraiser on March 7, 2018. Net proceeds from the event totaled over \$7,000. Value of in-kind donations totaled \$7,433 and included food donations, beverage donations (alcohol including wine, sake and soju), decorating services, hotel stays, airport parking, global wines, restaurant gift certificates, sports apparel, Nuggets tickets with free parking, books, soaps, lotions and other beauty products, car washes, electronics, and membership to the Denver Botanic Gardens. Volunteers gave over 60 hours of their time to support the event and their contributions included event set-up and break-down, bartending, check-in and registration, pre-event logistics help, re-stocking, and A/V assistance. Each hour of a volunteer's time is calculated at a rate of \$24.69 per hour based on studies conducted by Independent Sector, a nonprofit policy organization. As such, volunteers committed \$1,481.40 in time to support ASCI's Winter Celebration and Fundraiser. (Source: <https://independentsector.org/resource/the-value-of-volunteer-time/>).
- ASCI welcomed a new Japan Committee Chair, Mr. Lawton Shinsato from the Pacific Rim Cultural Exchange. The Japan Committee is undertaking the following activities in 2019: send 2-3 students to Japan; host an exploratory mission to Japan/ Japanese cities; participate in *Global Fest*; host fundraising events.
- On March 23, 2019, ASCI hosted its second GYLP Quarterly Workshop. ASCI partnered with StandUp and the Community College of Aurora to host a Teen StrengthFinders workshop. 11 students participated in the workshop.

April 2019

- In April, ASCI staff began recruiting efforts for the fall trade mission to Japan. As of July 15, 2019 twenty-seven delegates will participate in the trade mission.

- The Korea Committee met on April 9th to continue planning efforts for the fall SMART Cities delegation, as well as to continue planning efforts for the youth trip to Korea, *Global Fest* and support of the September Daebak K-pop Party (<https://www.eventbrite.com/e/daebak-kpop-party-tickets-59777350665?aff=ebdssbdestsearch>).
- The Japan Committee met April 16th to continue planning for the November trade mission, as well as for the *Global Fest*, student travel and scholarships and an August fundraising luau. 3 Aurora students were selected to travel to Japan for the Japan cultural immersion and began preparation through attendance at cultural training workshops and fundraising workshops. The three students received a total of \$6,100 in travel scholarship awards from ASCI which helped supplement the cost of the cultural immersion trip.
- A mini-fundraiser took place April 18th at *Painting With a Twist* in Aurora. Proceeds came close to \$500 and will support student scholarships for travel to Japan and Korea.

May 2019

- On Saturday May 4th, *Global Youth Leaders* and their families, as well as ASCI staff, met to volunteer for Comcast Cares Day. This event was ASCI's third 2019 Quarterly Meet-up for *Global Youth Leaders*. Volunteers met at the Plains conservation Center in Aurora and repaved a gravel road. The result of ASCI's volunteer efforts was to raise \$500 which will support student scholarships to Japan and Korea. 20 volunteers, including 6 *Global Youth Leaders* and 8 GYLP family members, participated.
- The Korea Committee met on May 6th at 6pm to conference call with the Seongnam City Trade office to further planning efforts for the WeGO SMART Cities Conference. The Korea Committee meets at the Law Office of Lee, Myers and O'Connell approximately 8 times per year and in 2019 is focusing its efforts on fundraising for student scholarships for Korea (12 students will travel to Korea in October 2019); planning and supporting the SMART Cities Delegation to Korea, and participating in *Global Fest*, as well as supporting Korean War Memorial efforts and K-Town initiative efforts.
- On May 10th, ASCI board member Debi Hunter Holen hosted a house fundraiser for ASCI and raised nearly \$1,000 for the organization.
- On May 14th, ASCI participated in World Trade Day, World Trade Center Denver's largest annual event and sponsored a marketing and information booth together with the Office of International and Immigrant Affairs.
- On May 14th, ASCI welcomed our first Denver Foundation intern, Maria Martinez, an Aurora native and graduate of Central High School. ASCI was one of only 8 organizations selected by The Denver Foundation to receive a \$6,500 grant to support a summer intern.

June 2019

- Since January 2019, ASCI has recruited 4 new board members. We are three quarters of our way to our goal of recruiting 6 new board members by year-end. Regina Edmondson, Lorie Beth Jewell, Jennifer Speer and Mary Spillane have all joined the Board in 2019. Their bios can be found on our website at: <https://aurorasistercities.org/contact-us/>. ASCI's board has also nominated the following new Committee Chairs: Patty Nisbet, Central America Committee Chair and Lawton Shinsato, Japan Committee Chair.
- Since January, ASCI staff have participated in 91 outreach activities. Notable outreach included booths at World Trade Day and at CTU's volunteer fair and at the Community Campus Partnership, as well as presentations to Rotary clubs, University of Colorado Anschutz Medical Campus International Student Association, and The Center for Trauma and Resilience. Other outreach included: partnership meetings with Spring Institute, Apprentice of Peace Youth Organization, African Community Center, Denver Sister Cities, University of Denver Korbel School faculty, etc. and attendance at Rotary Club meetings, Aurora Chamber of Commerce meetings, and Colorado Sister Cities conference calls.
- On June 2nd ASCI sent 3 Aurora youth to Japan for a youth cultural immersion. ASCI provided over \$6,100 in scholarship funds and all three students received partial scholarships to travel to Japan.
- From June 3-7, ASCI hosted the first 2019 cohort of its *Global Youth Leaders* program.
- The Japan Committee met for their monthly committee meeting on June 6th.
- The very first meeting of the re-invigorated Central America Committee occurred on June 10, 2019.
- ASCI board member Marta Ramirez' K-pop Night at Skate City on Thursday June 13th raised \$250 to support ASCI and over \$100 to support Darkness to Light, a suicide prevention organization.

2019 Leadership Activities

CEO Karlyn Shorb sits on the following boards and/ or commissions: the Aurora Chamber Diversity and Inclusion Council and the Visit Aurora Board. Karlyn Shorb also participates in the Aurora Rotary Club.

Additional Information

- The ASCI Board meets the second Wednesday of every month in the 5th floor City Manager's Office of the Aurora Municipal Center.
- The Japan Committee meets the first Tuesday of every month at the Aurora Municipal Center (location varies).
- The Central America Committee meets the second Monday of every month at Crawford Elementary School.
- The Korea Committee currently meets on an "as-needed" basis, usually once per month. For information on the next meeting date, please contact Becky Hogan at bhedgeconsulting@yahoo.com.



Federal, State and Intergovernmental Relations Agenda Item Commentary

Item Title: Review of the procurement process for the 2019 state lobbying contract
Item Initiator: Michael Crews, Intergovernmental Relations Coordinator
Staff Source: Michael Crews, Intergovernmental Relations Coordinator
Deputy City Manager Signature:
Outside Speaker:
Council Goal: 2.0: Serve as leaders and partners with other governments and jurisdictions--2012: 2.0--Serve as leaders and partners with other governments and jurisdiction

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item and Move Forward to Study Session
- Approve Item and Move Forward to Regular Meeting
- Information Only

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

The city of Aurora has historically contracted with a third party to provide city-wide state lobbying services. Procurement process: The RFP for the state lobbying contract has historically been issued in the summer or early fall prior to the contract start date of January 1st of the following year (see attached the most recent RFP issued in 2016 for state lobbying services). For the state lobbying contract, the RFP has asked for bidders to provide responses to the following areas: Company: Describe the background of your firm, the number of years the firm has been in business, owners, management personnel, etc. Describe the company's previous and current experience in representing local governments. Professional Experience: Provide the name and role of each individual who would be assigned to the city's contract. Identify the individual who would serve as the city's primary contact. In addition, please provide a brief educational and professional background as well as a description of experience with municipalities for these individuals, and experience relating specifically to lobbying services. Approach: Describe your firm's approach to providing the required services. Provide your current client list and how your firm will accommodate the needs of all its clients. Please identify any potential conflicts with existing or future clients and how they will be addressed. References: Provide at least three (3) client references for similar requirements. These references should reflect services provided by the individuals proposed for the city's contract. Price: Provide a fixed annual retainer fee and breakdown of estimated expenses. Applicants are given approximately 14 to 21 days to respond to the RFP, with a pre-proposal meeting held during that period to answer any questions from potential bidders. Submitted proposals are evaluated based on Aurora municipal code 2-671(4), which addresses the criteria that must be used for selecting "the most advantageous proposal." Those criteria include: 1) technical ability; 2) previous experience and performance; 3) qualifications of personnel; 4)

ability to meet schedule, and; 5) price. Proposals are scored on a 100 point scale, with a maximum 20 points given to each of the five areas above. Historically, staff directly involved in the city's state lobbying efforts and members of the PIR (now FSIR) committee read and score all submitted proposals on the 100 point scale outlined above. Top scored applicants have been brought in for interviews with the selection panel. After the interviews, the panel selects a finalist for recommendation to the full Council.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Per our purchasing rules, the current state lobbying contract must be put out to bid for 2019. Staff is proposing the following selection process (consistent with our historical practice): - An interview panel consisting of the members of the FSIR committee, Assistant City Manager Roberto Venegas, Kathy Kitzmann (Water), and Michael Crews (Intergovernmental Relations) - A timeline including the following tentative dates: Monday, August 26, 2019: RFP Released Tuesday, September 3, 2019: Pre-proposal conference Monday, September 16, 2019: Proposals due to the Office of Purchasing Services September 16 – 23, 2019: Evaluation and ranking of top firms by panel consisting of three city staff and members of the FSIR committee Tuesday, September 24, 2019: Notification of short-listed firms for interviews September 30- October 4, 2019: Interviews with finalists Monday, October 7, 2019: Selection of top-ranked firm Wednesday, October 9, 2019: Negotiations with top-ranked firm completed Monday, October 21, 2019: Recommendation presented to Council at Study Session Monday, November 4, 2019: Council approval Monday, November 18, 2019: Reconsideration period ends

QUESTIONS FOR Committee

Does the committee approve of the State lobbying contract RFP process and timeline as proposed?

EXHIBITS ATTACHED:

DRAFT 2019 RFP.docx
RFP-R-1801.docx

DRAFT
2019 RFP

City of Aurora

Purchasing Services, Suite 3500
15151 E. Alameda Parkway
Aurora, Colorado 80012
Phone: 303-739-7100
Fax: 303-739-7509
www.auroragov.org



Request for Proposal: R-1801
Class/Item: 96151
Date Advertised: August 26, 2019

Proposal Deadline: 3:00 p.m., September 16, 2019, in the Office of Purchasing Services

REQUEST FOR PROPOSALS

The City of Aurora is requesting written proposals from qualified firms to provide Federal lobbying services for the City.

Five (5) hard copies of the priced technical proposals will be required. In addition, one (1) digital copy of the proposal shall be submitted (CD ROM or flash drive). The proposals shall be retained by the City and cannot be returned.

Proposals shall be submitted to the Office of Internal Services/Purchasing Services, 15151 East Alameda Parkway, Suite 5700, Aurora, Colorado 80012 until 4pm (MDT) on September 16, 2019. No late proposals will be considered. Submitted proposals shall be date and time stamped upon receipt. Only those proposals that are received by Internal Services/Purchasing Services and date and time stamped prior to the deadline noted above will be considered. Delivery to the City of Aurora mail room, or to any other Department within the City of Aurora does not constitute proper or adequate delivery.

Proposals shall consist of:

State Lobbying Services

Pre-Proposal Conference

A pre-proposal conference is scheduled for **September 6, 2019 at 9:00 a.m. (MDT)**, at the Aurora Municipal Center, 15151 E. Alameda Parkway, Ponderosa Conference Room (5th floor just east of the elevators), Aurora, CO 80012. Interested consultants may also participate in the pre-proposal conference via a conference call by dialing 1-877-820-7831 and using the following pass code 740817#. If you will be participating via the conference call, please notify Michelle Ratcliff by e-mail at mrattclif@auroragov.org and include the name of your firm and the name(s) of the participant(s) from your firm.

The purpose of the pre-proposal conference is to provide assistance to prospective consultants in the interpretation of the Request for Proposals, Scope of Services, Sample Contract, and other technical and contractual matters. Attendance at the pre-proposal conference is not mandatory, but is highly recommended.

Specific requirements for this project are contained in the attached Scope of Services.

A **TENTATIVE SCHEDULE** of key dates for this solicitation has been established as follows:

September 3, 2019	Pre-proposal conference at 9:00 a.m.
September 16, 2019	Proposals due to the Office of Purchasing Services, 3:00 p.m.

September 24, 2019	Notification of short listed consultants
September 30- October 4, 2019	Interviews with finalists
October 9, 2019	Selection of top-ranked consultant
October 11, 2019	Negotiations with top-ranked consultant completed
October 21, 2019	Award presented to Council at Study Session
November 4, 2019	Council Approval
November 18, 2019	Reconsideration period ends
December 1, 2019	Award Actions Complete

SOLICITATION PROCESS

This Request for Proposal is being solicited under a multi-step procurement procedure consisting of three phases. The first phase requires all firms to submit proposals addressing only those items cited in Section II, Proposal Submittal Requirements, of this Request for Proposals. Proposals will be evaluated and ranked based on the evaluation criteria outlined in Section III, Proposal Evaluation to select a short list of consultants for further evaluation. Only those firms who are placed on the short list on the basis of the evaluation criteria will be considered for the second phase.

During the second phase, the Selection Committee will conduct in-person interviews with the short-listed firms. At the end of the discussion process, the City shall request the submission of a sealed Best and Final Offer (BAFO) from each of the short-listed firms. The Committee will then reevaluate the prospective firms based on the evaluation criteria outlined in Section III, Proposal Evaluation, taking into consideration the information provided in the BAFOs, to select the top ranked firm.

The staff's recommendation for contract award will be sent to Council for approval. Upon Council approval of the award, the contract is signed and work may begin.

MULTIPLE AWARDS

The City may award a Contract to a single consultant or, at the City's option, to multiple consultants if deemed to be in the best interest of the City.

PERIOD OF AWARD

The term of the contract shall be from the date of award through a twelve month period, and upon the expiration of said period, the contract will terminate automatically, without notice, written or oral. The award period will not exceed a total of sixty (60) months, including extensions as appropriate.

EXTENSIONS

The City shall have the option to extend the contract for three additional years from the original date of award upon the same terms and conditions. If the City desires to extend the contract, not later than thirty days prior to expiration, the City shall send a notice in writing to the consultant requesting firm pricing for the next twelve-month period. After the City receives the firm pricing proposal from the consultant, it will determine whether to extend the contract. All awards and extensions are subject to annual appropriation of funds. The provisions of the foregoing paragraphs with respect to extension of the term of the contract shall be null and void if the contract has been terminated or revoked during the initial term or any extension thereof.

All decisions to extend the contract are at the option of the City.

AVAILABILITY OF FUNDS FOR THE NEXT CALENDAR YEAR

Funds are currently not available for the award beyond this current calendar year. Therefore, the City is not obligated under this bid beyond this current calendar year. This provision is notwithstanding any other provision of the Request for Proposals addressing or affecting the contract period.

LICENSES

The successful consultant, without additional expense to the City, shall be responsible for obtaining any necessary licenses and for complying with any applicable federal, state, and municipal laws, codes and regulations in connection with the prosecution of the services. The successful consultant and any subcontractors, if applicable, will be required to obtain an Aurora Business License. The successful consultant shall provide the Aurora Business License number(s) to Bryn Fillinger, Contract Administrator, within thirty (30) days of contract award.

CONFIDENTIALITY

Proposals submitted to the City for consideration shall be subject to the Colorado Open Records Law, Section 24-72-201, et seq., C.R.S. Any confidential information in the consultant's proposal shall be identified as such. If any information is considered to be confidential, the consultant shall agree to indemnify the City of Aurora for any and all attorney fees that the City may incur in defending the withholding of such information by signing and returning the letter found in Section VII of this Request for Proposal. Should the City receive a request for the release of any information in the consultant's proposal in accordance with the open records law, the City will release only that information which has not been identified as confidential so long as Section VII has been signed and returned by the consultant along with the proposal. Should the consultant choose not to sign and return Section VII, all information in the consultant's proposal shall be considered releasable by the City. Consultants will be notified of any open records requests prior to the release of such information. If, in the opinion of City's legal counsel, the City is nonetheless compelled to disclose any portion of such information to anyone or else stand liable for contempt or suffer censure or penalty, the City may disclose such information without liability.

AMENDMENTS TO THIS REQUEST FOR PROPOSAL

The City of Aurora reserves the right to amend, by an addendum or addenda to this RFP, at any time and/or a multiple number of times prior to the date set for receipt of the submission of proposals. Addenda or amendments will only be posted and updated on the Rocky Mountain E-Purchasing System located at www.bidnetdirect.com . It shall be the responsibility of contractors to obtain all addenda from the Rocky Mountain E-Purchasing System. Parties obtaining bid information from other sources do so understanding that their information may be incomplete, inaccurate, or out of date and therefore wholly unreliable from a commercial perspective. Contractors registered for the paid bidding notification service shall be notified either by fax or email depending on the service that they have subscribed to. It shall be the responsibility of prospective contractors registered for the no charge, no notification service on the Rocky Mountain E-Purchasing System to monitor the Rocky Mountain E-Purchasing System for any addenda. Failure to do so may lead to reliance on incomplete, inaccurate, or out of date information when submitting proposals subjecting such proposals to automatic disqualification from consideration. If revisions are of such a magnitude to warrant, in the City of Aurora's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

STANDARD PROFESSIONAL SERVICES AGREEMENT

Included in this package is a sample of the standard "Professional Services Agreement," used by the City. Prospective consultants are requested to review this document and comment on any areas of objections in their proposals.

The consultant awarded a contract will be asked to execute this Agreement prior to commencing the services.

SPECIAL CONDITIONS

Please refer to enclosed "Special Conditions" for any/all additional terms and conditions relevant to this Request for Proposals as appropriate to the City's specific requirements and/or application.

ADDITIONAL INFORMATION

Proposals will be considered only from consultants or individuals that are firmly established in an appropriate business, who are financially responsible, and who have the resources and ability to offer services in a professional and expedient manner. The City may request additional information as deemed necessary. Failure to provide such information may result in the proposal being considered non-responsive.

The City of Aurora reserves the right to reject any and all proposals, to waive any informalities in the proposals received, and to accept the proposal deemed most advantageous to the best interest of the C

QUESTIONS

Written questions regarding this Request for Proposals shall be submitted to Michelle Ratcliff, Purchasing Services, at mratclif@auroragov.org.

CONTACTS DURING THE SOLICITATION PROCESS

ANY QUESTIONS, COMMENTS, OR OTHER COMMUNICATIONS SHALL BE DIRECTED TO MICHELLE RATCLIFF. NO OTHER CONTACT SHALL BE MADE REGARDING THIS RFP WITH ANY OTHER CITY STAFF, COUNCIL MEMBERS, AGENTS, CONSULTANTS, ETC. DURING THE RFP PROCESS. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RESULT IN THE OFFENDING CONSULTANT BEING REMOVED FROM CONSIDERATION.

CONSULTANT ACCEPTANCE OF THE REQUEST FOR PROPOSALS

By submitting a proposal in response to this Request for Proposals, the Consultant accepts all of the conditions described in this Request for Proposals, including the Professional Services Agreement, unless otherwise noted in the Consultant's proposal, and agrees to abide by all final decisions made by the City.

Respectfully,

CITY OF AURORA, COLORADO

Michelle Ratcliff
Senior Procurement Agent

- | | | |
|--------------|--------------|--|
| Attachments: | Section I | Scope of Services |
| | Section II | Proposal Submittal Requirements |
| | Section III | Proposal Evaluation |
| | Section IV | Special Conditions |
| | Section V | Sample Professional Services Agreement |
| | Section VI | Request for Business Size Status |
| | Section VII | Letter of Indemnification for Withholding Confidential Information |
| | Section VIII | W-9 Request for Tax Payer Identification |

SECTION I

SCOPE OF SERVICES

STATE LOBBYING SERVICES FOR THE CITY OF AURORA

The consultant shall perform lobbying services for the City of Aurora as follows:

- Establish communications structure with city staff, City Council and City Council Federal, State, & Intergovernmental Relations Committee (FSIR Committee).
- Communicate with legislators representing Aurora to let them know that the consultant will represent the city at the Colorado General Assembly.
- Prepare to pursue city legislative agenda including securing sponsorship for bills, coordinating the drafting of bills and soliciting support, as needed.
- Review all bills in a timely manner as they are introduced, and forward those of interest to the city of Aurora pursuant to the plan that is developed with city staff prior to the session. Bills of interest will be analyzed internally by city staff to help inform the FSIR committee and consultant. In addition, the consultant will follow the progress of bills of importance to the city, review amendments, and provide analysis and strategic advice related to these bills.
- Regularly attend meetings of the city council Federal, State, & Intergovernmental Relations committee – generally twice per month during the legislative session, and once per month during the interim.
- Provide strategic advice to the FSIR Committee, and offer suggestions for proactive leadership on state legislative issues.
- Advocate the city's position to members of the General Assembly, the Executive Branch, and other interested parties. Identify opportunities for the mayor, council members, and other city officials to participate in the process and make recommendations. Those opportunities include, but are not limited to, communication to legislators, providing testimony at legislative hearings, and communication to the governor and governor's staff. Assist in the preparation of council members or other Aurora city officials planning to testify before legislative committees.
- Work with groups that share or dispute city positions. Work to understand the position of others to either leverage support or mitigate opposition by those parties on issues of importance to the city.
- Conduct ongoing communication with the city via phone conversations, e-mail, written and oral reports and formal briefings.
- Provide a report on most recent legislative session no later than May 31st of each contract year.
- Monitor the interim activities of the General Assembly and participate as necessary and appropriate.
- Work to identify priorities and emerging issues for the upcoming legislative session.
- Assist city staff in coordinating legislative receptions as directed by the FSIR committee, and the annual Aurora Day at the Capitol event.
- Issues involving water and/or the Utilities Department are excluded from this contract.

SECTION II

PROPOSAL SUBMITTAL REQUIREMENTS

Each proposal shall include responses to the following:

1. **Company**

Describe the background of your firm, the number of years the firm has been in business, owners, management personnel, etc. Describe the company's previous and current experience in representing local governments.

2. **Professional Experience**

Provide the name and role of each individual who would be assigned to the city's contract. Identify the individual who would serve as the city's primary contact. In addition, please provide a brief educational and professional background as well as a description of experience with municipalities for these individuals, and experience relating specifically to lobbying services.

3. **Approach**

Describe your firm's approach to providing the required services. Provide your current client list and how your firm will accommodate the needs of all its clients. Please identify any potential conflicts with existing or future clients and how they will be addressed.

4. **References**

Provide at least three (3) client references for similar requirements. These references should reflect services provided by the individuals proposed for the city's contract.

5. **Price**

Provide a fixed annual retainer fee and a breakdown of estimated expenses, including the effectivity period (ie., December 2017).

SECTION III

PROPOSAL EVALUATION

Proposals will be evaluated based on the following criteria:

1. Qualifications of the consultant in providing lobbying services and experience lobbying the Colorado General Assembly (20 points)
2. Experience in representing local governments and knowledge of local government issues. (20 points)
3. Qualifications and experience of the personnel to be assigned to the contract. (20 points)
4. Approach to providing the required services and demonstrated absence of conflicts. (20 points)
5. Price. (20 points)

SECTION IV

SPECIAL CONDITIONS

GENERAL INFORMATION

Reimbursement will not be made for costs incurred prior to a formal award. The proposal must be comprehensive and specify how the consultant would complete all of the elements of the "Scope of Services".

SAMPLE PROFESSIONAL SERVICES AGREEMENT

Included in this package is a sample of the standard "Professional Services Agreement", used by the City. Prospective consultants are requested to review this document and comment on any areas of objections in their technical proposals.

INSURANCE REQUIREMENTS

Attached to the sample "Professional Services Agreement" is a copy of the City's current insurance requirements (Form 410-33).

INDEPENDENT CONTRACTOR

The successful consultant is an independent contractor. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS. AN INDEPENDENT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. ADDITIONALLY, IT IS UNDERSTOOD THAT THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY OF AURORA, COLORADO.**

SUBLETTING OF CONTRACT

The Consulting Firm will agree not to assign or sublet the whole or any part of the contract without the prior written consent of the City.

CHANGES IN SCOPE OF SERVICES

The Project Manager will agree that any change of scope in the work to be performed after the original contract has been signed shall be documented as a written change order, be accepted by all parties, and made a part of the original contract by addendum.

2016 RFP

City of Aurora

Purchasing Services, Suite 3500
15151 E. Alameda Parkway
Aurora, Colorado 80012
Phone: 303-739-7100
Fax: 303-739-7509
www.auroragov.org



Request for Proposal: R-1801
Class/Item: 96151
Date Advertised: August 29, 2016

Proposal Deadline: 3:00 p.m., September 16, 2016, in the Office of Purchasing Services

REQUEST FOR PROPOSALS

The City of Aurora is requesting written proposals from qualified consultants to provide state lobbying services for the City.

Five (5) hard copies of the technical proposals will be required, along with one (1) copy as an electronic file on a standard CD-ROM or flash drive. Priced technical proposals will be accepted at the Office of Purchasing Services, 15151 East Alameda Parkway, Suite 3500, Aurora, Colorado 80012, until 3:00 p.m., September 16, 2016. **No late proposals will be considered.**

Proposals shall consist of:

State Lobbying Services

Pre-Proposal Conference

A pre-proposal conference is scheduled for **September 6, 2016 at 9:00 a.m. (MDT)**, at the Aurora Municipal Center, 15151 E. Alameda Parkway, Ponderosa Conference Room (5th floor just east of the elevators), Aurora, CO 80012. Interested consultants may also participate in the pre-proposal conference via a conference call by dialing 1-877-820-7831 and using the following pass code 740817#. If you will be participating via the conference call, please notify Michelle Ratcliff by e-mail at mratclif@auroragov.org and include the name of your firm and the name(s) of the participant(s) from your firm.

The purpose of the pre-proposal conference is to provide assistance to prospective consultants in the interpretation of the Request for Proposals, Scope of Services, Sample Contract, and other technical and contractual matters. Attendance at the pre-proposal conference is not mandatory, but is highly recommended.

Specific requirements for this project are contained in the attached Scope of Services.

A **TENTATIVE SCHEDULE** of key dates for this solicitation has been established as follows:

September 6, 2016	Pre-proposal conference at 9:00 a.m.
September 16, 2016	Proposals due to the Office of Purchasing Services, 3:00 p.m.
September 27, 2016	Notification of short listed consultants
October 3-5, 2016	Interviews with finalists
October 6, 2016	Selection of top-ranked consultant
October 10, 2016	Negotiations with top-ranked consultant completed
October 24, 2016	Award presented to Council at Study Session
November 14, 2016	Council Approval
November 21, 2016	Reconsideration period ends

SOLICITATION PROCESS

This Request for Proposal is being solicited under a multi-step procurement procedure consisting of three phases. The first step requires all consultants to submit proposals addressing only those items cited in Section II, Proposal Submittal Requirements, of this Request for Proposals. Proposals will be evaluated and ranked based on the evaluation criteria outlined in Section III, Proposal Evaluation to select a short list of consultants for further evaluation. Only those consultants who are placed on the short list on the basis of the evaluation criteria will be considered for the second phase.

During the second phase, interviews will be conducted with the short-listed consultants, exploring any aspect of the consultant's proposal. The short listed consultants will be provided with additional information regarding the interview process when they are notified of their selection.

In the final phase, negotiations will be held with the consultant ranked the highest by the evaluation committee on the basis of the written proposal and interview. The City and the top ranked consultant will then negotiate the details of the final contract. Should the City be unable to reach an agreement with the top ranked consultant, negotiations will commence with the next ranked consultant. This process will continue until a satisfactory contract is negotiated, or the City exercises its right to reject all proposals.

A recommendation for contract award will be sent to Council for approval. Upon Council approval of the award, the contract is signed and work may begin.

MULTIPLE AWARDS

The City may award a Contract to a single consultant or, at the City's option, to multiple consultants if deemed to be in the best interest of the City.

PERIOD OF AWARD

The term of the contract shall be from the date of award through a twelve month period, and upon the expiration of said period, the contract will terminate automatically, without notice, written or oral. The award period will not exceed a total of sixty (60) months, including extensions as appropriate.

EXTENSIONS

The City shall have the option to extend the contract for three additional years from the original date of award upon the same terms and conditions. If the City desires to extend the contract, not later than thirty days prior to expiration, the City shall send a notice in writing to the consultant requesting firm pricing for the next twelve-month period. After the City receives the firm pricing proposal from the consultant, it will determine whether to extend the contract. All awards and extensions are subject to annual appropriation of funds. The provisions of the foregoing paragraphs with respect to extension of the term of the contract shall be null and void if the contract has been terminated or revoked during the initial term or any extension thereof.

All decisions to extend the contract are at the option of the City.

AVAILABILITY OF FUNDS FOR THE NEXT CALENDAR YEAR

Funds are currently not available for the award beyond this current calendar year. Therefore, the City is not obligated under this bid beyond this current calendar year. This provision is notwithstanding any other provision of the Request for Proposals addressing or affecting the contract period.

LICENSES

The successful consultant, without additional expense to the City, shall be responsible for obtaining any necessary licenses and for complying with any applicable federal, state, and municipal laws, codes and regulations in connection with the prosecution of the services. The successful consultant and any subcontractors, if applicable, will be required to obtain an Aurora Business License. The successful consultant

shall provide the Aurora Business License number(s) to Bryn Fillinger, Contract Administrator, within thirty (30) days of contract award.

CONFIDENTIALITY

Proposals submitted to the City for consideration shall be subject to the Colorado Open Records Law, Section 24-72-201, et seq., C.R.S. Any confidential information in the consultant's proposal shall be identified as such. If any information is considered to be confidential, the consultant shall agree to indemnify the City of Aurora for any and all attorney fees that the City may incur in defending the withholding of such information by signing and returning the letter found in Section VII of this Request for Proposal. Should the City receive a request for the release of any information in the consultant's proposal in accordance with the open records law, the City will release only that information which has not been identified as confidential so long as Section VII has been signed and returned by the consultant along with the proposal. Should the consultant choose not to sign and return Section VII, all information in the consultant's proposal shall be considered releasable by the City. Consultants will be notified of any open records requests prior to the release of such information. If, in the opinion of City's legal counsel, the City is nonetheless compelled to disclose any portion of such information to anyone or else stand liable for contempt or suffer censure or penalty, the City may disclose such information without liability.

AMENDMENTS TO THIS REQUEST FOR PROPOSAL

The City of Aurora reserves the right to amend this Request for Proposal by an addendum at any time prior to the date set for receipt of proposals. Addenda or amendments will be posted on the City of Aurora web site as soon as available and shall be the responsibility of the consultant to obtain all addenda. Consultants registered for the paid bidding notification service shall be notified either by fax or email depending on the service that they have subscribed to. **It shall be the responsibility of consultants registered for the no charge, no notification service on the Rocky Mountain E-Purchasing System to monitor the Rocky Mountain E-Purchasing System for any addenda.** If revisions are of such a magnitude to warrant, in the City of Aurora's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

STANDARD PROFESSIONAL SERVICES AGREEMENT

Included in this package is a sample of the standard "Professional Services Agreement," used by the City. Prospective consultants are requested to review this document and comment on any areas of objections in their proposals.

The consultant awarded a contract will be asked to execute this Agreement prior to commencing the services.

SPECIAL CONDITIONS

Please refer to enclosed "Special Conditions" for any/all additional terms and conditions relevant to this Request for Proposals as appropriate to the City's specific requirements and/or application.

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The City of Aurora reserves the right to reject any and all proposals, to waive any informalities in the proposals received, and to accept the proposal deemed most advantageous to the best interest of the City.

QUESTIONS

Written questions regarding this Request for Proposals shall be submitted to Roberto Venegas, Assistant City Manager, by e-mail to rvenegas@auroragov.org **and** to Michelle Ratcliff, Purchasing Services, at mratclif@auroragov.org.

CONSULTANT ACCEPTANCE OF THE REQUEST FOR PROPOSALS

By submitting a proposal in response to this Request for Proposals, the Consultant accepts all of the conditions described in this Request for Proposals, including the Professional Services Agreement, unless otherwise noted in the Consultant's proposal, and agrees to abide by all final decisions made by the City.

Respectfully,

CITY OF AURORA, COLORADO

Michelle Ratcliff
Senior Procurement Agent

Attachments:	Section I	Scope of Services
	Section II	Proposal Submittal Requirements
	Section III	Proposal Evaluation
	Section IV	Special Conditions
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	Section VIII	W-9 Request for Tax Payer Identification

SECTION I
SCOPE OF SERVICES

STATE LOBBYING SERVICES FOR THE CITY OF AURORA

The consultant shall perform lobbying services for the City of Aurora as follows:

- Establish communications structure with city staff, City Council and City Council Federal, State, & Intergovernmental Relations Committee (FSIR Committee).
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SECTION II

PROPOSAL SUBMITTAL REQUIREMENTS

Each proposal shall include responses to the following:

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Describe the background of your firm, the number of years the firm has been in business, owners, management personnel, etc. Describe the company's previous and current experience in representing local governments.

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3. **Approach**

Describe your firm's approach to providing the required services. Provide your current client list and how your firm will accommodate the needs of all its clients. Please identify any potential conflicts with existing or future clients and how they will be addressed.

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Provide at least three (3) client references for similar requirements. These references should reflect services provided by the individuals proposed for the city's contract.

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Provide a fixed annual retainer fee and a breakdown of estimated expenses, including the effectivity period (ie., December 2017).

SECTION III

PROPOSAL EVALUATION

Proposals will be evaluated based on the following criteria:

1. Qualifications of the consultant in providing lobbying services and experience lobbying the Colorado General Assembly (20 points)
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SECTION IV

SPECIAL CONDITIONS

GENERAL INFORMATION

Reimbursement will not be made for costs incurred prior to a formal award. The proposal must be comprehensive and specify how the consultant would complete all of the elements of the "Scope of Services".

SAMPLE PROFESSIONAL SERVICES AGREEMENT

Included in this package is a sample of the standard "Professional Services Agreement", used by the City. Prospective consultants are requested to review this document and comment on any areas of objections in their technical proposals.

INSURANCE REQUIREMENTS

Attached to the sample "Professional Services Agreement" is a copy of the City's current insurance requirements (Form 410-33).

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The successful consultant is an independent contractor. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS. AN INDEPENDENT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. ADDITIONALLY, IT IS UNDERSTOOD THAT THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY OF AURORA, COLORADO.**

SUBLETTING OF CONTRACT

The Consulting Firm will agree not to assign or sublet the whole or any part of the contract without the prior written consent of the City.

CHANGES IN SCOPE OF SERVICES

The Project Manager will agree that any change of scope in the work to be performed after the original contract has been signed shall be documented as a written change order, be accepted by all parties, and made a part of the original contract by addendum.

SECTION V

PROFESSIONAL SERVICES AGREEMENT



PROFESSIONAL SERVICES AGREEMENT

CITY OF AURORA
AURORA, COLORADO

TITLE: _____

FILE NO.: _____

P.O. NO.: _____

(Version PSA 06 2015)

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AGREEMENT

This Agreement is made as of the _____ day of _____, 20____, by and between the City of Aurora, Colorado ("City"), and _____ ("Consultant"), a _____ Corporation with a principal place of business at _____.

WHEREAS, the City intends that Consultant shall perform professional services for the City; and

WHEREAS, Consultant represents that it has the present capacity, is experienced and qualified to perform professional services for the City as hereinafter provided in this Agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants and obligations set forth herein, the Parties mutually agree as follows:

Section 1 – Scope of Work

- A. Consultant agrees to provide professional services as stated in the scope of work (“Work”) specified in *Attachment 1*, attached hereto and incorporated into this Agreement.
- B. The City shall have the right to disapprove any portion of Consultant's Work on the Project which does not comply with the requirements of this Agreement. If any portion of the Work is not approved by the City, Consultant shall proceed when requested by the City with revisions to the Work to attempt to satisfy the City's objections. If said revised Work is acceptable, the City will provide prompt written approval. Correction or completion of Work which does not comply with the requirements of this Agreement shall be made without adjustments to the compensation for Consultant’s services provided for hereunder unless the revisions are made to Work previously approved for previous tasks, in which case, Consultant’s compensation shall be adjusted. It is the intent of the parties that Consultant shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, services or other work, without additional cost to the City. The acceptance of Consultant’s services by the City shall not relieve Consultant from the obligation to correct subsequently discovered defects, inaccuracies or incompleteness resulting from Consultant’s negligent acts, errors or omissions.
- C. Nothing in this Agreement shall be construed as placing any obligation on the City to proceed with any tasks beyond those which have been specifically authorized in writing by the City.
- D. The City may, from time to time and in conjunction with Consultant, request changes in the scope of the services of the Consultant to be performed herein. Changes may include, but not be limited to, the type and scope of services provided by Consultant and the quantity or quality of Consultant’s staffing for required services. Such changes, including any increase in the amount of the Consultant's compensation, which are mutually agreed upon between the City and Consultant, shall be incorporated in written change orders, amendments or extensions to this Agreement.

Section 2 - Authority

- A. _____ ("Project Manager") is the City’s Project Manager and the City’s authorized representative. The Project Manager is responsible for authorizing and approving all Work

performed under this Agreement. All Work to be performed by Consultant shall be authorized in writing by the Project Manager as provided by this Agreement. All communications related to the Project shall be with the Project Manager and, in his absence, a person to be designated by him. The Project Manager is authorized to make decisions on behalf of the City related to the Work. The Project Manager shall be responsible for the day-to-day administration, coordination and approval of Work performed by Consultant, except for approvals which are specifically identified in this Agreement as requiring the approval of City of Aurora's City Council.

B. [REDACTED] ("Consultant's Representative") is Consultant's representative for the Work. Consultant's Representative shall have sufficient authority to represent and bind Consultant in those instances when such authority is necessary to carry out Consultant's responsibilities and obligations under the terms of this Agreement.

Section 3 - Schedule

A. In performing professional services pursuant to this Agreement, Consultant acknowledges that timely completion of the Work is critical and time is of the essence. Accordingly, all services to be performed under this Agreement shall be commenced immediately upon execution of this Agreement by the parties hereto, approval by the City as required by applicable law, issuance of a Purchase Order from the City, and in accordance with the milestone schedule set forth in *Attachment 2*, attached hereto and incorporated into this Agreement.

B. The initial term of this Agreement shall run from the date of approval by the Aurora City Council and issuance of a notice to proceed until [REDACTED], 20___. Subject to the availability of appropriated funds, as provided elsewhere in this Agreement, and agreement between the City and Consultant concerning additional and/or continuing Work, as reflected in additional or revised scope(s) of work, this Agreement may be extended on an annual basis by the City by a written notice to Consultant after approval by the City Council.

Section 4 - Compensation

A. The compensation to be paid Consultant under this Agreement, as provided hereinafter, is intended to cover the entire cost of the professional services under this Agreement. The initial compensation of this Agreement shall not exceed [REDACTED] 00/100 dollars (\$ [REDACTED]) as more fully set forth in *Attachment 3*, attached hereto and incorporated into this Agreement. Consultant agrees to cooperate fully with the City to keep the total compensation within this limit.

B. This Agreement is subject to annual appropriation by the Aurora City Council and, in the absence of appropriated funds, the City may terminate this Agreement. The City has appropriated money for the 20__ fiscal year at least equal to the foregoing annual compensation for this work. The City may, from time to time and in its sole discretion, appropriate additional amounts to reflect extensions of this Agreement beyond the close of the 20__ fiscal year and additional and/or continuing scope(s) of work. Notwithstanding any other language in this Agreement, City shall issue no Change Order or other form of order or directive requiring additional compensable work that will cause the foregoing annual compensation to exceed the amount appropriated unless City gives Consultant written assurance that City has made lawful appropriations to cover the costs of the additional work.

C. Nothing in this Agreement is a pledge of the City's credit, or a payment guarantee by the City to Consultant. The obligation of the City to make payments hereunder shall constitute a currently budgeted expense of the City, and nothing contained herein shall constitute a mandatory liability, charge, or requirement of or against the City in any ensuing fiscal year beyond the then current fiscal year. This Agreement shall never constitute a general obligation or other indebtedness of the City, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City. In the event of a default by the City of any of its obligations under this Agreement, the Contractor shall have no recourse against any revenues of the City. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien against any revenues of the City.

D. The City shall pay Consultant in accordance with the terms of this Agreement as reflected in the Fee Schedule set forth in **Attachment 3**.

E. Consultant shall submit monthly invoices to be approved by the City's Project Manager. Consultant shall submit its monthly invoices no later than close of business on the fourteenth (14th) calendar day of the month after which the work was performed; provided, however, that if that day falls on a weekend or holiday, then monthly invoices shall be submitted no later than close of business on the next regular business day of the month. Upon submission of an approved Consultant invoice, in the proper form, to the City, payment shall be issued. It is to be understood and agreed that the City may require up to thirty (30) days to process payment after date of receipt of invoicing.

Section 5 - Staffing

A. The Consultant personnel listed below are essential to the proper performance of the services under this Agreement:

<u>Name</u>	<u>Title</u>
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The above-identified individuals are key persons and will be available to perform the Work. Consultant agrees to make key personnel available as required to perform the Work as long as such persons are employed by Consultant. Consultant shall obtain the prior written approval of the City before appointing other Consultant personnel as a substitute(s) for the above-named key personnel. The City reserves the right to reject proposed replacement personnel, or require the replacement of any Consultant personnel; however such City action shall not subject the City to any liability to Consultant nor be used by Consultant as an excuse for failure to meet the requirements of this Agreement.

B. Consultant shall insure the quality, timeliness, and continuity of services are maintained through the duration of the project. Consultant shall avoid changes to the key personnel to the extent possible.

C. Consultant shall inform the City in writing of any non-employee persons or firms it intends to hire to perform any Work required by this Agreement and shall keep the City informed of any changes or additions to this information. The City shall approve in writing any additional firms prior to commencement of Work. Consultant shall be responsible for any Work performed under this Agreement, including that portion of the Work performed by other individuals or firms. Nothing contained herein shall create any contractual relationship between any additional persons and/or firm(s) and the City.

Section 6 - Insurance

A. Consultant shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described in *Attachment 4*. The Consultant further agrees and understands that they are to maintain and keep in force the appropriate insurance policies throughout the term of this Agreement.

B. Consultant shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts, errors and omissions of Consultant, its agents and employees. If Consultant knows of the damage Consultant shall immediately notify the City. If the City discovers the damage, City will notify Consultant immediately. Repair shall be accomplished under City direction and to City specifications so property is in as good or better condition than before damage. Consultant shall provide the City with a certificate of liability coverage in accordance per the attached form 410-33, *Attachment 4*.

C. The Consultant's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the additional insured.

Section 7 - The City's Responsibilities

A. The City shall:

1. Provide necessary information to Consultant to facilitate Consultant in performing the Work;
2. Give prompt notice to Consultant whenever the City observes or otherwise becomes aware of any deficiencies or discrepancies in the services provided;
3. Furnish, or direct Consultant to provide, at the City's expense, any necessary additional services;
4. Examine all documents submitted by Consultant, and, if requested by Consultant, provide comments and decisions in a timely manner in order to allow the Consultant's work to proceed.

B. Consultant shall not be liable for delays in performing the Work when such delays are caused by the City, the City's other Consultants, or by events which are outside of the control of the Parties and which events could not be avoided by the exercise of due care.

Section 8 - Mutual Obligations

A. This Agreement does not guarantee to Consultant any additional or future work except as expressly authorized herein.

B. This Agreement does not create or imply an exclusive agreement between Consultant and the City.

C. The services and any and all interests contemplated under this Agreement shall not be assigned or otherwise transferred except with the written consent of the City.

D. All documents of any nature prepared by Consultant in connection with the services provided by Consultant under the terms of this Agreement shall become the property of the City.

E. Consultant shall not utilize work product, data, information, results, and materials produced as part of its efforts under this Agreement for any promotional or public relations purposes whatsoever without the express, prior, written consent of the City.

Section 9 - Termination

A. Termination for Cause - In the event a material breach of this Agreement remains uncured following written notice of said breach by City, the City may immediately terminate this Agreement upon written notice specifying the effective date thereof; provided however, the City may, in its discretion and for good cause, allow Consultant to cure any breach or submit an acceptable plan to cure such breach within ten (10) days of such written notice.

B. Termination for Convenience

1. Change in City Policy. The City may terminate this Agreement at any time upon thirty (30) days notice specifying the date thereof, provided Consultant shall be compensated in accordance with this Agreement for all work performed up to the effective date of termination.

2. The City's total liability under this Agreement, inclusive of termination costs, shall not exceed the lesser of total amount of this Agreement or the total amount of funds which have been appropriated specifically for this Agreement.

3. Consultant shall be entitled to reasonable incurred costs for terminating its activities under this Agreement, including those of its sub-consultants, if this Agreement is terminated for the City's convenience; provided however, in no event shall the City's total liability to Consultant exceed the total amount of funds which have been appropriated specifically for this agreement.

C. Effect of Termination

1. Termination Costs. After receipt of written notification that this Agreement has been terminated under this section, Consultant shall incur no further costs other than reasonable termination costs associated with current activities.

2. Ownership of Work Product. In the event of termination, all finished and unfinished Project deliverables prepared by Consultant pursuant to this Agreement shall become the sole property of the City, provided Consultant is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Consultant shall not be liable with respect to the City's subsequent use of any incomplete work product, provided Consultant has notified the City in writing of the incomplete status of such work product.

3. City's Right to Set-Off and other Remedies. Termination shall not relieve Consultant from liability to the City for damages sustained as the result of Consultant's breach of this Agreement; and the City may withhold funds otherwise due under this Agreement in lieu of such damages, until such time as the exact amount of damages, if any, has been determined.

4. If this Agreement terminated for cause as provided in this section and it is subsequently determined that the City's termination of this Agreement for cause was improper, then the termination for cause shall be considered to be a termination for convenience and the procedures in this section related to a termination for convenience shall apply.

Section 10 - Miscellaneous Provisions

A. Consultant, at all times, agrees to observe all applicable Federal and State of Colorado laws, Ordinances and Charter Provisions of the City of Aurora, and all rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

B. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, sex (gender), religion, creed, or physical or mental disability. Consultant:

1. Shall adhere to lawful equal opportunity guidelines in selecting employees, provided that no person is illegally discriminated against on any of the preceding bases. This provision shall govern, but shall not be limited to, recruitment, employment, promotion, demotion, and transfer, and advertising therefor; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship;

2. Shall post, in all places conspicuous to employees and applicants for employment, notices provided by the State of Colorado setting forth the provisions of this nondiscrimination clause. All solicitations and advertisements for employees placed by or on behalf of the Consultant, shall state that Consultant is an equal opportunity employer;

3. Shall cause the foregoing provisions to be inserted in all subcontracts for any work contemplated by this Agreement or deemed necessary by Consultant, so that such provisions are binding upon each sub-consultant;.

4. Shall keep such records and submit such reports concerning the racial and ethnic origin of employees and of applicants for employment as the United States, the State of Colorado, the City of Aurora, or their respective agencies may require; and,

5. Shall comply with such rules, regulations and guidelines as the United States, the State of Colorado, the City of Aurora, or their respective agencies may issue to implement these requirements.

C. By executing this agreement, Consultant acknowledges an understanding of and expressly agrees that all work performed under this Agreement is that of an independent contractor. An independent contractor is not a City of Aurora employee and as such is not entitled to Workers' Compensation benefits. Consultant is obligated to pay Federal and state income tax on any monies earned pursuant to the contractual relationship. It is expressly understood between the City of Aurora and Consultant that Consultant, as an independent contractor, is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Consultant or some entity other than the City of Aurora, Colorado.

D. All notices, demands, or other documents or instruments required or permitted to be served upon either Party hereto shall be in writing and shall be deemed duly served when delivered in person to an officer or partner of the Party being served, by facsimile transmission or when mailed certified or

registered mail, return receipt requested, postage prepaid addressed to parties at the addresses stated below:

City: Office of the City Attorney
15151 East Alameda Parkway
5th Floor
Aurora, Colorado 80012

Consultant Representative:

[Redacted]

Section 11 - Examination of Records (This section applies if this Agreement exceeds \$10,000.00.)

A. The Internal Auditor of the City of Aurora, or a duly authorized representative from the City of Aurora shall, until three (3) years after final payment under this Agreement, have access to and the right to examine any of the Consultant's directly pertinent books, documents, papers, or other records involving transactions related to this Agreement.

B. Consultant agrees to include in first-tier sub-consultants under this Agreement a clause to the effect that the City's Internal Auditor, or a duly authorized representative from the City of Aurora shall, until three (3) years after final payment under the subcontract have access to and the right to examine any of the Consultant's directly pertinent books, documents, papers, or other records involving transactions related to the subcontract. "Subcontract," as used in this clause, excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders from public utility services at rates established to apply uniformly to the public, plus any applicable reasonable connection charge.

C. The periods of access and examination as noted above for records relating to (1) litigation or settlement of claims arising from the performance of this Agreement, or (2) costs and expenses of this Agreement to which the City, acting through its duly authorized designee, has taken exception, shall continue until such appeals, litigation, claims, or exceptions are finally resolved.

Section 12 - Illegal Alien

A. **UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:** Consultant shall not knowingly employ or contract with illegal aliens to perform work under this Contract. Consultant shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with illegal aliens to perform work under this Contract and (b) fails to certify to the Consultant that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract.

B. **VERIFICATION REGARDING ILLEGAL ALIENS:** By executing this contract, Consultant confirms the employment eligibility of all employees who are newly hired for employment to perform work for this project through participation in either the Federal E-Verify program or the Colorado Department of Labor Department Program.

C. **LIMITATIONS:** Consultant shall be prohibited from using either the Federal E-Verify Program or the Colorado Department of Labor Department Program procedures to undertake pre-employment screening of job applicants.

D. **DUTIES OF CONSULTANT:** If Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Consultant shall be required to:

1. Notify the subcontractor and the City within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2. Terminate the subcontract with the subcontractor if, within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. DUTY TO COMPLY WITH STATE INVESTIGATION: Consultant shall comply with any request made by the Colorado Department of Labor or the City in the course of an investigation that the Department or the City is undertaking

F. DAMAGES: Notwithstanding any other provisions within this contract, if the Consultant violates any of the above provisions regarding illegal aliens the City may terminate this contract for cause and the Consultant may be liable for consequential damages.

Section 13 - Indemnification

A. The Consultant shall indemnify, hold harmless and, not excluding City's right to participate, defend the City, its officials, officers, employees, volunteers and agents from and against all liabilities, actions, losses, claims, damages, costs and expenses, including without limitation reasonable attorney fees and costs, expert witness fees, arising out of or resulting in any way from the performance of Consultant's services for the City and caused by negligent acts, errors, and omissions of the Consultant or any person employed by it or anyone for whose act the Consultant is legally liable.

B. The insurance coverage specified in this Agreement constitutes the minimum requirements and these requirements do not lessen or limit the liability of Consultant hereunder. Consultant shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary under this Agreement.

C. Patents Infringement: The Consultant shall indemnify, defend and hold harmless the City Indemnities from and against all suits or actions for infringement or unauthorized use of any patent, trademark, copyright or trade secret relating to the services under this Agreement. The Consultant's indemnity pursuant to this Section shall apply only when infringement occurs or is alleged to occur from the intended use for which the deliverable material was provided by the Consultant pursuant to this Agreement. Consultant shall not be held liable for any suits or actions of infringement of any patent, trademark, or copyright arising out of any patented or copyrighted materials, methods, or systems specified by the City under the Agreement or Change Order or infringement resulting from unauthorized additions, changes or modifications to the deliverable material made or caused to be made by the City subsequent to delivery by the Consultant. Consultant also agrees to notify the City upon the knowledge of any potential infringement claim, so that the City may provide input on suggested solution.

D. Consultant agrees that it will contractually obligate its sub-consultants to indemnify and hold harmless the indemnitees identified in this Section to the same extent that Consultant is required to indemnify and hold harmless said indemnitees.

In WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF AURORA, COLORADO

By: _____

Name: _____

Title: _____

Date: _____, 20____

ATTEST:

City Clerk

RISK MANAGEMENT: _____
Risk Manager

APPROVED AS TO FORM: _____
Assistant City Attorney

CONSULTANT

By: _____
(Signature)

Name: _____
(Type or Print)

Title: _____

Date: _____, 20____

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

During the term of this Agreement and until final acceptance by the City of all work covered by the Purchase Order or contract, the Vendor or Contractor performing services under this agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Vendor or Contractor, their employees, subcontractors or representatives, along with the activities of any and all subcontractors retained by the or the activities of anyone employed by any of them, or their representatives or anyone for whose acts they may be liable.

Commercial General Liability Insurance. The Vendor or Contractor shall maintain commercial general liability insurance covering all operations by or on behalf of the Vendor or Contractor on a per occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Coverage will include, if appropriate for the scope of services: Products and Completed Operations, Contractual Liability and a Waiver of Subrogation. The City, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.

Minimum limits:

\$2,000,000 each occurrence

\$4,000,000 general aggregate

\$4,000,000 products and completed operations

Commercial Automobile Liability Insurance. The Consultant shall maintain business automobile liability covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident, naming the City as an Additional Insured.

Workers' Compensation and Employers Liability Insurance. The Vendor or Contractor shall maintain Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, the Vendor or Contractor shall maintain Employers Liability Insurance with minimum limits of: \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury disease aggregate.

Umbrella/Excess Liability Insurance. The Vendor or Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in this agreement which is as least as broad as the underlying policies. Policy limits with minimum limits of not less than Two Million Dollars (\$2,000,000) per occurrence. The City, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.

Subcontractor's Insurance It shall be the responsibility of the vendor/contractor to ensure that subcontractors maintain:

A. Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate and shall name the City of Aurora as an additional insured; and

B. Worker's Compensation Insurance with limits in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado and Employers Liability Insurance with minimum limits of: \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury disease aggregate.

The Vendor or Contractor is responsible for verifying that the subcontractor's insurance is in effect prior to commencement of work and throughout the time that the subcontractor performs work on the project. Any subcontractor which ceases to provide insurance coverage as set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

Limits of Insurance. The total limits of general or automobile liability and excess liability insurance set forth above may be provided to the City using a combination of primary and excess liability insurance.

Additional Insured and Waiver of Subrogation. The Consultant shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability, Auto Liability and Excess Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements.

Certificates of Insurance. Upon the execution of this Agreement, the Vendor or Contractor shall provide certificates of insurance to the City of Aurora demonstrating that at the minimum coverages required herein are in effect. Vendor or Contractor agrees that the required coverages will not be reduced, canceled, non-renewed or materially changed without Thirty (30) days prior written notice to the City. All certificates of insurance must be kept in force throughout the duration of the services. If any of Vendor's or Contractor's or its subcontractor's coverage is renewed at any time prior to completion of the services, the Vendor or Contractor shall be responsible for obtaining updated insurance certificates for itself and such subcontractors from the respective insurance carriers and forwarding the replacement certificates to the City within five (5) days of the expiration date of any previously delivered certificate.

The minimum A.M. Best rating of each primary insurer shall be A- X and the minimum A.M. Best rating of each excess insurer shall be A- VIII. The Vendor or Contractor shall provide copies of insurance policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to the particular circumstances giving rise to the contract. **The Vendor's or Contractor's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the additional insured.**

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the contract shall also be protected by a Professional Liability Insurance policy as set forth below:

Professional Liability Insurance. The Vendor or Contractor shall maintain professional liability insurance with minimum limits of Two Million Dollars (\$2,000,000), covering those claims which arise out of the negligent acts or omissions of the Vendor or Contractor, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Vendor or Contractor's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within five (5) days after renewal.

SECTION VI
REQUEST FOR BUSINESS STATUS
RFP STATE LOBBYING SERVICES

Please provide the information requested below.

The North American Industry Classification System (NAICS) code for this award is **541820**.

The small business size standard the City of Aurora designates for this award is **\$7.5 Million**

U.S. dollars Employees

Identify the business size status of your firm based on the above small business size standard:

- Large Business
- Small Business Enterprise

If your business is a Small Business Enterprise, please identify if your firm is in one of the following categories

- Minority-owned vendor
- Woman-owned vendor
- Minority/woman-owned vendor
- Veteran
- Disabled Veteran
- Other

From what source did you learn about his solicitation to which you are now responding?

- Website;
- Newspaper (please name the paper);
- Fax;
- Automatic notice by E-mail;
- Telephone call from buyer;
- ther(please describe):

Name, address, phone #, e-mail of business, and point of contact preparing this information.

SECTION VII

City of Aurora

Purchasing Services, Suite 4400
15151 E. Alameda Parkway
Aurora, Colorado 80012
Phone: 303-739-7100
Fax: 303-739-7509
www.auroragov.org



Re: **Request under the Colorado Open Records Act**
Request for Proposal Number R-1801 – State Lobbying Services

Proposals submitted by consultants in response to the City of Aurora’s Request for Proposal R-1801 are subject to the Colorado Open Records Act. The City agrees not to release any information that is clearly marked as confidential and/or proprietary in your proposal pursuant to C.R.S. 24-72-201.

By having an authorized officer of the company sign below, consultant agrees to indemnify the City of Aurora for any and all attorney fees that the City may incur in defending the withholding of such information.

Consultant

By: _____
Signature

Name (Type or Print)

Title

Date

SECTION VIII

W-9

REQUEST FOR TAX PAYER IDENTIFICATION NUMBER AND CERTIFICATION

The W-9 form may be found at the following website <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.