

**Federal, State and Intergovernmental Relations (FSIR)
Meeting
August 21, 2019
1:00 PM-2:00 PM
Fletcher Room**

**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 August 9, 2019 draft Minutes CM Richardson
2. Consent Items (None)
3. State lobbying RFP Process Michael Crews 30 min
4. Miscellaneous Matters for Consideration
5. Set/Confirm Next Meeting CM Richardson

Next meeting - TBD



Federal, State and Intergovernmental Relations Agenda Item Commentary

Item Title: State lobbying RFP process
Item Initiator: Michael Crews, Intergovernmental Relations Coordinator
Staff Source:
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.)*

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: Wednesday, August 21, 2019: FSIR meeting: Monday, September 16, 2019: Study Session: Tuesday, September 17, 2019: RFP Released: Friday, September 20, 2019: Pre-proposal conference: Tuesday, October 8, 2019: Proposals due to the Office of Purchasing Services: October 8-15, 2019: Evaluation and ranking of top firms by panel consisting of three city staff and members of the FSIR committee: Wednesday, October 16, 2019: Notification of short-listed firms for interviews: October 21-25, 2019: Interviews with finalists: Monday, October 28, 2019: Selection of top-ranked firm: Wednesday, October 30, 2019: Negotiations with top-ranked firm completed: Monday, November 4, 2019: Recommendation presented to Council at Study Session: Monday, November 18, 2019: Council approval: Monday, December 2, 2019: Reconsideration period end

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

Staff will provide the committee with an update regarding the RFP process.

QUESTIONS FOR Committee

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

EXHIBITS ATTACHED:

DRAFT RFP State Lobbying_draft 08 05 19 (1).docx
RFP-R-1801.docx

City of Aurora

Purchasing Services, Suite 5700
15151 E. Alameda Parkway
Aurora, Colorado 80012
Phone: 303-739-7100
www.auroragov.org



Request for Proposal: R-XXXX
Class/Item: 96151
Date Advertised: September 17, 2019

Proposal Deadline: 4:00 p.m., October 8, 2019, in the Office of Purchasing Services

REQUEST FOR PROPOSALS

The City of Aurora is requesting written priced 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. The proposals shall be retained by the City and cannot be returned.

Proposals shall be submitted to the Office of Purchasing Services, 15151 East Alameda Parkway, Suite 5700, Aurora, Colorado 80012 **until 4pm on October 8, 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 20, 2019 at 10:00 a.m. (MDT)**, at the Aurora Municipal Center, 15151 E. Alameda Parkway, Plains View Conference Room (5th floor), 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 20, 2019	Pre-proposal conference at 10:00 a.m.
October 8, 2019	Proposals due to the Office of Purchasing Services, 4:00 p.m.
October 16, 2019	Notification of short listed consultants
Week of October 21	Interviews with finalists

October 28, 2019	Selection of top-ranked consultant
October 30, 2019	Negotiations with top-ranked consultant completed
November 4, 2019	Award presented to Council at Study Session
November 18, 2019	Council Approval
December 2, 2019	Reconsideration period ends
December 6, 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 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 thirty-six (36) months, including extensions as appropriate.

EXTENSIONS

The City shall have the option to extend the contract for two (2) 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.

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 City.

QUESTIONS

Written questions regarding this Request for Proposals shall be submitted to 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
	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 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 2020).

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.

SECTION V

SAMPLE ONLY

PROFESSIONAL SERVICES AGREEMENT



PROFESSIONAL SERVICES AGREEMENT

CITY OF AURORA
AURORA, COLORADO

TITLE: _____

FILE NO.: _____

P.O. NO.: _____

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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 its sole discretion, require changes in the scope of the services of the Consultant to be performed herein. Changes made by the City 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 or decrease in the amount of the Consultant's compensation, which are either unilaterally made by the City or 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[REDACTED]. 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, covers 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. The City has appropriated money at least equal to the foregoing compensation ("Price") for this work. The City may, from time to time and in its sole discretion, appropriate additional amounts to reflect annual extensions of this Agreement 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 Price 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. 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 Utility Enterprise to make payments hereunder shall constitute a currently budgeted expense of the Utility Enterprise and of the City, and nothing contained herein shall constitute a mandatory liability, charge, or requirement of or against the Utility Enterprise or 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 Utility Enterprise of any of its obligations under this Agreement, the Contractor shall have no recourse against any revenues of the City except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the water system and deposited in the Water Fund of the Utility Enterprise, and then only after the payment of all operation and maintenance expenses of the water system and all debt service and reserve requirements of any bonds, notes, or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Fund. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien against any revenues of the Utility Enterprise or the City.

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

C. 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 City.

D. Nothing herein is intended to be construed or shall be construed to be a waiver of the City's governmental immunity under Section 24-10-101 et. seq., C.R.S. as amended.

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.
- E. 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.
- F. 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. Non-Appropriation of Funds. This Agreement is subject to annual appropriation by the Aurora City Council and, in the absence of appropriate funds, the City may terminate this Agreement.
 - 3. The City's total liability for termination of this Agreement 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.
 - 4. 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:

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

During the term of this Agreement and until final acceptance by the City of all work covered by the Purchase Order or contract, the Consultant 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 Consultant, their employees, subconsultants or representatives, along with: the activities of any and all subconsultants retained by the Consultant or Subconsultant, the activities of anyone employed by any Consultant, Subconsultant, their representatives or anyone for whose acts they may be liable.

Commercial General Liability Insurance. The Consultant shall maintain commercial general liability insurance covering all operations by or on behalf of the Consultant 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 Consultant 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 Consultant 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 Consultant 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.

Subconsultant's Insurance It shall be the responsibility of the Consultant to ensure that subconsultant 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 Consultant is responsible for verifying that the subconsultant's insurance is in effect prior to commencement of work and throughout the time that the subconsultant performs work on the project. Any

subconsultant 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 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 Consultant shall provide certificates of insurance to the City of Aurora demonstrating that at the minimum coverages required herein are in effect. Consultant 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 Consultant's or its subconsultant's coverage is renewed at any time prior to completion of the services, the Consultant shall be responsible for obtaining updated insurance certificates for itself and such subconsultant 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 Consultant 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 Consultant's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.**

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 Consultant 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 Consultant, its Subconsultant 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 Consultant'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 of the expiration date of any previously delivered certificate.

Form No. 410-33 (rev. 06/24/2015)

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 5700
15151 E. Alameda Parkway
Aurora, Colorado 80012
Phone: 303-739-7100
www.auroragov.org



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

Proposals submitted by consultants in response to the City of Aurora’s Request for Proposal R-XXXX 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>.

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.

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 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
	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 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.

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>.