
CITY OF AURORA
Administrative Services
Purchasing Services, Suite 4400
15151 E. Alameda Parkway
Aurora, Colorado 80012
Phone: 303-739-7100
www.auroragov.org



REQUEST FOR PROPOSAL NUMBER: R-1435
CLASS/ITEM: 20855
COMMODITY CLASS: Inventory Management Software
DATE: January 4, 2010

REQUEST FOR PROPOSAL DEADLINE: 4:00 P.M., JANUARY 26, 2010 TO THE OFFICE OF PURCHASING SERVICES

REQUEST FOR PROPOSALS

The City of Aurora, Colorado is seeking written technical proposals from qualified firms to provide an Inventory Management System.

Four (4) hard copies along with two (2) copies as an electronic file on a standard CD-ROM readable, without loss of formatting, by either MS Word 2003 or Adobe Acrobat Reader, of the technical proposals will be required. Priced technical proposals will be accepted at the Office of Purchasing Services, 15151 East Alameda Parkway, Suite 4400, Aurora, Colorado 80012 until 4:00 P.M., January 26, 2010. **No late proposals will be considered.**

Proposals shall consist of:

POLICE INVENTORY MANAGEMENT SOFTWARE SYSTEM

Specific requirements are contained in the attached Scope of Services.

A **TENTATIVE SCHEDULE** of key dates for the project have been established as follows:

January 20, 2010	Pre-Proposal Conference , 10:00 am
January 26, 2010	Priced Technical Proposals due by 4:00 p.m.
February 2, 2010	Notification to top rated firms
February 9, 2010	Interviews/demos with top rated firms
February 12, 2010	Notification of top ranked firms
February 17, 2010	Best and Final Offer due
February 19, 2010	Recommendation of award to Purchasing
February 26, 2010	Contract Awarded/Purchase Order Issued

SOLICITATION PROCESS

The Request for Proposals is being solicited under a multi-step procurement process consisting of four phases:

Phase 1: This phase requires all firms to submit **PRICED** technical proposals addressing only those items cited in Section II, Proposal Submittal Requirements, of this Request for Proposals. Proposals shall be evaluated and ranked based on the evaluation criteria outlined in Section III, Proposal Evaluation Criteria to select a short list of firms for further evaluation.

Phase 2: Only the short listed firms shall be considered during the third phase. **NOTE: Upon notification of inclusion on the short list, the selected vendors shall provide two (2) copies of their financial statement in accordance with the provisions listed under financial information in Section III, Proposal Evaluation Criteria, B. 6. Failure to submit requested financial information shall deem the proposal non-responsive.**

Phase 3: This phase will consist of interviews with all short listed firms. Only the firms ranked the highest by the evaluation committee on the basis of their priced technical proposal, additional information and interview will be considered during the fourth phase.

Phase 4: This phase will allow for the City to request Best and Final Offers from the top ranked firms, which shall be subject to negotiation. If a tentative agreement is reached with the top ranked firm, the staff's recommendation will be sent to Council for approval. Council approval may be subject to successful negotiation of a final contract. In that event, the City and firm then negotiate the details of the final contract, Council approval of the award is obtained, the contract is signed, and work may begin. Should the City be unable to reach agreement with the top ranked firm, negotiations will commence with the second ranked firm. This process will continue until a satisfactory contract is negotiated, or the City exercises its right to reject all proposals.

SPECIAL CONDITIONS

Proposals shall be considered only from firms 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 shall result in the proposal being considered non-responsive.

The City intends to award one (1) contract from this RFP.

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

CONFIDENTIALITY

Proposals submitted to the City of Aurora for consideration shall be subject to the Colorado Open Records Act and Colorado Statute C.R. S. Section 24-92-103(4) after award is made. Any confidential information in your proposal shall be identified as such. However, should the City receive a request in accordance with this Act, the City shall make a final determination as to whether the information is releasable. Firms will be notified before information is released. Proposals submitted and terms and conditions specified in each firm's response shall remain the property of the City of Aurora.

RFP Coordinator: Please contact the RFP Coordinator noted below for any questions you may have regarding the solicitation process for this RFP.

Michelle Ratcliff, Procurement Agent

Phone: 303-739-7344, **Fax:** 303-739-7509, **Email:** mratclif@auroragov.org

Project Manager: Technical questions regarding the services specified in this RFP may be directed to:

Tiffany Parker, Public Safety Systems

Phone: 303-739-7883, **Fax:** 303-739-7749, **Email:** tparker@auroragov.org

CITY OF AURORA, COLORADO

R-1435
Police Inventory Management Software System

Michelle Ratcliff
Procurement Agent
Office of Purchasing Services

Attachments:	Section I	Inventory Management System
	Section II	Proposal Submittal Requirements
	Section III	Proposal Evaluation Criteria
	Section IV	Special Conditions
	Section V	Sample Service Agreement

SECTION I

Inventory Management System

1.0 Background

The City of Aurora is the 3rd largest City in Colorado and encompasses 146 square miles on the eastern edge of the Denver metropolitan area. The City serves a population of almost 310,000 and is growing at a rate greater than the overall growth rate of the State of Colorado.

The purpose of this RFP is to solicit offers from qualified information technology software providers to implement a computerized Asset Management System which will allow the Aurora Police Department to consolidate its asset management information in an integrated management information system in order to reduce administrative burden and maximize the efficiency and cost effectiveness of its operations.

2.0 Scope

The Aurora Police Department (APD) currently uses disparate systems and differing levels of data collection to perform the management of assets, including ordering, receiving, storing, distributing, maintaining, disposal and tracking. APD also has a manual data entry process where the officer accesses the storage area, retrieves the items they need and records the items in a notebook. The City would like to improve this process. The requested Inventory Management System will support the APD's efforts to streamline the asset management process and improve overall efficiency to ensure that APD officers have timely access to the equipment necessary to carry out their responsibilities. Because of the nature of the functions these assets support, they are an essential part of each bureau's operations and are, in many cases, mission critical.

The scope of the Asset Management Information System is as described below:

Department-Wide Equipment

The asset management system will give staff more control of asset information, offering more efficient means of tracking asset costs, additions, disposals, depreciation, acquisition and maintenance information and integration with other systems at the City, as appropriate.

The City of Aurora would also like to track the check-in and check-out of department-wide equipment through the use of bar codes (for serialized, tagged items), RFID (for more expensive items that are more difficult to tag) or manual check-in template screen (for consumable items like batteries).

A possible scenario for check-in and check-out of items with a barcode and consumables is:

Each equipment room will be equipped with a card reader. In order for an employee to enter the room they will be required to swipe their ID card/badge. Once inside the equipment room the employee will:

- open the Asset Management System application,
- select the appropriate action,
- enter their ID number (or swipe their ID card/badge),
- use the bar code scanner to scan the barcode of the requested item(s),
- indicate in the Asset Management System when done,
- review the transactions on the screen and,
- either update the list or approve the transaction (signature pad optional)
- If RFID is used, the system should track when the item left and when it was returned

A possible scenario for tracking standardized supplies like batteries, paper, gloves and etc.:

- Assign incoming items a bar code number
- Scan the entire package (box, case, bundle) and assign it to a location or unit and record the number of individual items in each package in the inventory management system
- Each employee will use the process above to check-in and check-out items using the bar code number assigned to the package each time an item is taken, which will trigger re-order when supplies are below the established threshold

The audit trail for these items should be searchable by time, date, officer, ID or serial number.

At a minimum, the Asset Management System database must include the following information regarding department wide equipment. We also invite information about the inclusion of data elements that exceed our minimum requirements.

Officer ID Number	Purchase Date	Manning Number
Officer Name	Status	Vendor
Unit	Bar Code	Price
District	Equipment Location	Org Number
Item Description	Assigned Date	Purchase Order Number
Serial Number	Warranty/License Expiration Date	Deadlined

Vehicle Fleet

The asset management system will have the ability to record general information, track, schedule, and report on the maintenance of City owned vehicles. The fleet maintenance system will provide data on all aspects of vehicle maintenance and repair, including the scheduling of maintenance activities and the tracking of associated costs.

The system will also be capable of maintaining criteria based vehicle and equipment inventory including information relating to the disposal of surplus items.

The input methods should include mobile readers, barcode/RFID and remote download at entry terminals.

As a minimum, the Asset Management System database must include the following information in the following table. We also invite information about the inclusion of data elements that exceed our minimum requirements.

Officer ID Number	Purchase Date	Manning Number
Officer Name	Status	Vendor
Unit	Bar Code	Price
District	Equipment Location	Org Number
Item Description	Assigned Date	Purchase Order Number
Serial Number	Warranty/License Expiration Date	Deadlined

Uniform and Equipment Issue Tracking

The asset management system will be able to issue uniforms and equipment as complete “kits” based assignment. The system will also allow the issuances to be tracked, searchable using multiple search criteria and available for reporting. Any re-issues should also trigger an alert to the Quartermaster.

The system will also interface with both internal and external systems for data input and/or generating orders. Other input methods will include mobile readers, barcode/RFID and remote download at entry terminals.

A possible scenario for issuing uniforms and equipment is:

The Quartermaster's office will be equipped with a bar code scanner. The item being issued is first scanned by the Quartermaster via the bar code reader. Once all items are issued, the employee will view the transaction on the screen. In order to complete the transaction the employee must enter their user id/badge number or sign on a signature pad.

At a minimum, the Asset Management System database must include the following information regarding uniform and equipment issue. We also invite information about the inclusion of data elements that exceed our minimum requirements.

Officer ID Number	Purchase Date	Manning Number
Officer Name	Status	Vendor
Unit	Bar Code	Price
District	Equipment Location	Org Number
Item Description	Assigned Date	Purchase Order Number
Serial Number	Warranty/License Expiration Date	Deadlined

3.0 Proposed System

The City of Aurora will purchase an Inventory Management System solution which can support over 1 million items and supports interoperability with both internal and external systems, as appropriate. The system should also meet the following objectives:

- To efficiently enter, maintain and track complete information about all City assets
- To track and provide information on all fleet vehicles, including maintenance and warranties
- To provide decentralized data entry and inventories

Technical Requirements

The following technical requirements need to be addressed by the vendor in their technical solution. We also invite information about features and tools that exceed our minimum requirements.

The City of Aurora's current infrastructure standards are as follows:

Communication Protocol

TCP/IP

Standard Office Suite

Microsoft Office 2007

Network Operating System

Windows 2003

Email

Microsoft Outlook

Web Browser

IE 8.0

Servers

HP or Dell (rack mounted)

Microsoft File Servers

Standard 3 node active-active-passive Microsoft 2003 Cluster
EMC Clarion 700 SAN attached Storage 3.5TB

Database

Microsoft SQL Server 2005

Backup Tool

Veritas NetBack-up Datacenter 5.1

- Compatible with Windows-based clients
- Web-based
- XML agnostic to facilitate interfaces with other systems and databases
- Scalability
- provide system safeguards against data entry errors
- a browser based “thin client” solution that will allow all authorized users the ability to perform all required functions
- Production model—no new or prototype systems will be considered
- Rules-based, flexible, configurable

Business Requirements

The following business requirements need to be addressed by the vendor in their technical solution. We also invite information about features and tools that exceed our minimum requirements.

General

- User friendly interface
- Fast check-in/check-out process
- Track all equipment in inventory
- All equipment can be issued from any screen (individual screen, unit screen, item screen or from handheld unit)
- Track all items on order for general or specific inventory (manual input screen)
- Track all equipment for the career of the individual
- Maintain a record of all items consumed and turned in
- Track all unit issued equipment
- Track all equipment installed in a vehicle
- Track serial number for serialized items
- Track department issued numbers for any equipment
- Track expiration dates on equipment
- The ability to set limitations of issued items, which will alert the Quartermaster and the employees when exceeding the maximum allowance
- The ability to add notes and comment for a specific item issued to an employee and to an employee’s account. These comments should be visible in its entirety in association with the employee’s account and the item
- Assign a unique number linked to the Purchase Order
- Archive/print/email/fax (require fax software on your part) at receiving
- Import personnel, supervisor and assignment information from SQL server
- Interface with barcode readers

- Have all items linked and searchable
 - A serial number search shows who or which unit has it now and the history of who had it in the past
 - A person search shows all items issued
 - An item description search shows all persons/units who have one
- Simultaneous users
- Provide comprehensive management information and reporting capability, including user defined/generated ad-hoc reports.
- The ability to utilize multiple search criteria including a wide variety of descriptive keys and wildcard identifiers during the retrieval process
- The ability to generated reports across one or more data elements
- The ability to generate reports at the individual, district, unit, department and agency levels
- Online requests
- Built-in workflow for supervisory approvals
- Integrated email notifications of requests and/or approvals
- Integrated email notifications of pending expirations
- Provide motor pool management capabilities for assigning and monitoring utilization of vehicles, including electronic vehicle request
- Provide warranty management capability for assets, vehicles and user-installed accessory equipment
- The ability to capture multiple attributes for a given asset and the ability to sort by them
- Provide a Dashboard functionality for monitoring of user-selected key fields
- Help Desk/Technical support available during normal business hours to assist end users
- The ability to adapt to and incorporate new and emerging technologies
- The capacity to expand as new items are added to the system

Security

- The built-in security procedures for user logon, including unique logons and passwords
- The system must provide appropriate security to allow only certain users to have specified capabilities such as system managers
- The ability to assign different levels of security for view only, scan or enter data, update, modify or delete based on customer definitions for each
- An audit trail for the access and distribution of information
- An audit trail for all entries and deletions, including information on all changes

SECTION II

PROPOSAL SUBMITTAL REQUIREMENTS

Guidelines for an Acceptable Proposal

All proposals must be on 8½" x 11" paper in three-ring binders. A CD soft copy of the response is also required.

The complete proposal must include the proposal document with a point-by-point response to the RFP and all other materials requested in the RFP. Vendors may include any additional materials they feel could assist in the evaluation of the proposed system. However, each question must be responded to completely. References to other documents shall not be accepted.

Vendors are cautioned that proposals, which do not follow the format required by this RFP, shall be subject to rejection without review.

Category I- Vendor information and History

The vendor must provide a brief description of its company including:

- Company Name,
- Contact,
- Address,
- Number of Employees,
- Organizational Structure,
- Core Business,
- Years in the Business,
- Are you a subsidiary of another company? If so, what company?, and
- What types of clients make up your client base? List any local and state government clients.

Vendor Experience

The vendor must provide a description of its experience in providing Inventory Management Systems. Only solutions that are currently in production will be considered. List any local and state government clients, including previous relationships with the City of Aurora, with contact information.

Vendor Financial Records

The top rated vendors must provide evidence of financial stability with an annual report, 10K, or audited financial statement.

Manufacturer

Who is the manufacturer of the proposed solution(s)?

Service Centers

Where are the nearest branch offices?

References

The vendor must submit at least three reference customers with systems similar to the one proposed to City of Aurora which have been in production for more than 2 years. Reference information must include company name, contact, telephone number, and the system name with model number.

Product Migration

R-1435

Police Inventory Management Software System

Describe the expected migration of the proposed solution for the next five years. Where is the proposed solution in the product life-cycle?

Category II- Questions

The vendor must provide answers to the following questions.

1. Does your solution support the City of Aurora's current technology infrastructure standards as stated above? Each item in the list needs to be addressed by the vendor by indicating the level of compliance with:
 - "Acknowledge." – The Vendor has read and understood the information provided; however, no action is required of the Vendor.
 - "Comply." – Vendor meets the specifications.
 - "Partially comply." – Vendor meets part of the specification; always explain how, or the deviation.
 - "Comply with clarification." – Vendor meets the specification; however, the manner in which it is accomplished may be different from that specified by City of Aurora. Always provide clarifying information.
 - "Exception." – Vendor does not meet the specification. Please provide an alternative when possible.

Also provide a brief explanation for each.

2. Provide a detailed explanation and design of your complete solution. Include all descriptions, recommendations, sample forms, drawings, narratives and general information deemed necessary to present a clear and concise proposal together with a detailed summary of the method that will be used to fulfill the RFP requirements.
3. Describe the technical requirements and recommendations for your proposed solution including, but not limited to:
 - a. Hardware (for servers, indicate the type of server for ex. database, application, web, etc. and the processing rate for ex. low, low to medium, medium to high, high, etc.),
 - b. Software,
 - c. Infrastructure,
 - d. Storage and Backup solution, and
 - e. Additions or modifications to current systems and etc.

Attach and clearly identify the published technical brochures for all equipment proposed

4. The City of Aurora has chosen to use VMWare's virtualization technology. Explain your solution's experience with VMWare and its ability to be virtualized.
5. Provide a detailed explanation of the administrator module. Include an explanation of the administrator's ability to expunge or modify records.
6. Describe the intended Project team, including staff levels, experience, roles and etc.
7. Provide a detailed project plan showing how your solution will be implemented, including:
 - a. an implementation plan,
 - b. a test plan,
 - c. a training plan (including sample curriculum, course length, class size and etc.),

- d. project management methodology, and
 - e. a breakdown of roles and responsibilities between the vendor and the City of Aurora.
8. Provide a recommended project schedule from contract signing through completion of implementation. The schedule should be in significant detail and include all project milestones.
 9. The Aurora Police Department has patrol officers that work 24 hours a day, 7 days a week and 365 days a year so the solution is required to offer 99.9% system availability during the same timeframe. Is this possible using your solution. What steps are taken to guarantee this level of availability? Explain.
 10. Explain your solutions major upgrade cycle for the software and the replacement cycle for the proposed hardware. Explain how your solutions affect the required hardware, software and licensing along with any associated costs.
 11. Explain your solutions recommended redundancy and failover plans and storage solution. Explain how your redundancy and failover plan affects the required hardware, software and licensing along with any associated costs.
 12. The proposed system must have “open” architecture including the ability for the City of Aurora to purchase standard computer components independently with advisement from the vendor. What types of equipment are approved for use with your solution?
 13. Describe your solution’s warranty options, terms and conditions. Provide a detailed explanation of what is included in and what is excluded from the warranty. Also include the responsibilities of the City of Aurora as compared to those of the vendor.
 14. Provide a description of the types of systems your solution has interfaced with in the past and how it was accomplished.
 15. Provide a detailed description of how your solution has recently been implemented in other cities similar in size to the City of Aurora.
 16. The City of Aurora currently has inventory information in different databases, on spreadsheets, in Word documents and etc. Provide an explanation detailing your approach to populating your system with existing data, the pros and cons related to this approach and the available conversion strategies.
 17. Describe in detail your plan for securing the data and the equipment against unauthorized access.
 18. Describe your solution’s maintenance and support processes and procedures. Provide a detailed explanation of what is included in and what is excluded from the vendor’s maintenance and support of the system, including:
 - a. Types (telephone, on-site, etc.),
 - b. Service guarantees associated with each type,
 - c. Coverage times (24x7, after hours, etc.), and
 - d. Response times (1 hour, 1 day, etc.)

Also include the responsibilities of the City of Aurora as compared to those of the vendor and the charges associated with each type.

19. Provide an all-inclusive and detailed explanation of pricing including, but not limited to:
 - a. Pricing methodology for licensing (per user, per seat, etc.),
 - b. Software and hardware (including cabling, cables, connectors, devices, equipment, furniture, peripherals and etc required for installation and to permit the proposed system to become fully operational),
 - c. Upgrades,
 - d. Warranty, including extended warranty information,
 - e. Ongoing maintenance for hardware and software,
 - f. The addition of capture stations, users and training requests at a later date,
 - g. Implementation including project management, consulting, training and etc.,
 - h. Payment schedules, and
 - i. Optional consulting services available
20. Provide a list of all official standards that your product complies with or accreditations that your product has received.
21. Provide an explanation as to how your products stand apart from other similar products.

PRICE PROPOSAL

TO: CITY OF AURORA
PURCHASING AND CONTRACT SERVICES
15151 E. Alameda Parkway, Suite 4400
AURORA, COLORADO 80012

The undersigned, having familiarized (himself) (themselves) with the requirements of **Request for Proposal #R-1435** issued by the City of Aurora, Colorado, hereby proposed to furnish the following Solution to the City of Aurora in accordance with the requirements of said Request for Proposal:

NOTE:

VENDORS ARE REQUIRED TO IDENTIFY THEIR PRICING FOR PROVIDING THE REQUIRED SOLUTION IN ACCORDANCE WITH ALL THE TERMS AND CONDITIONS OF THIS RFP. PRICING MUST BE RECORDED IN THE SPACES PROVIDED USING ONLY PROPOSAL PRICE SHEETS PROVIDED BY THE CITY (UNLESS INDICATED OTHERWISE).

Pricing proposal must include all labor, materials, supplies, equipment, transportation, and anything else necessary that is required to provide the Inventory Management System solution identified in this RFP.

PRICED PROPOSAL PAGE

NOTE:

VENDORS SHALL ATTACH DETAILED PRICING FOR EACH OF THE FOLLOWING LINE ITEMS WHICH INCLUDES HARDWARE, SOFTWARE and IMPLEMENTATION (BROKEN DOWN BY CATEGORY and PRICE) TO THIS PROPOSAL PAGE. FAILURE TO DO SO SHALL DEEM THE PROPOSAL NON-RESPONSIVE.

LINE ITEM

I. Server Software	\$ _____
II. Client/User Software	\$ _____
III. Hardware	\$ _____
IV. Maintenance	\$ _____
V. Implementation Services	\$ _____

TOTAL \$ _____

The undersigned further states that this proposal is made in good faith and is not founded on, or in consequence of, any collusion, agreement or understanding between himself or any other interested party.

OFFICIAL ADDRESS:

(FIRM NAME)

(TYPE/PRINT PRINCIPAL'S NAME)

(SIGNATURE OF PRINCIPAL)

PHONE:

(TITLE)

FAX NO.:

(DATE)

(PHONE)

NOTE:

IF REMITTANCE ADDRESS IS OTHER THAN
THAT SHOWN ABOVE, PLEASE FURNISH THE
REMITTANCE ADDRESS:

SECTION III

PROPOSAL EVALUATION CRITERIA

1.0 Procedures for Evaluating and Awarding the Bid

1.1 Evaluation Criteria

The proposals will be evaluated based on the following criteria:

1. Proposals will be examined for compliance with all the requirements in the sections of this RFP. Proposals that do not comply shall be subject to disqualification without further consideration.
2. Proposals will be objectively evaluated as to technical compliance by a qualified team.
3. Oral presentations, written questions for further clarifications, and/or site visits to similar installations may be required.
4. A best and final offer may be requested from the top ranked firms. This shall be the only opportunity offered to make changes in the proposal.
5. City of Aurora will notify all Vendors in writing when a vendor has been selected.

1.2 Weighted Evaluation Criteria:

Price	20.0%
Implementation and Training Plan	15.0%
Technical Solution	20.0%
Service and Maintenance	15.0%
Vendor Qualifications	15.0%
Future Flexibility	15.0%
Total	100.0%

SECTION IV

SPECIAL CONDITIONS

GENERAL INFORMATION

EXECUTIVE SUMMARY

The proposing vendor must include an Executive Summary highlighting the vendor's offer and outlining the benefits to City of Aurora.

SPECIAL CONDITIONS

Any potential bidders must have local, Denver area, business accounts and provide local references. Only the top rated firms must provide financials for the last 3 years.

LIABILITY AND RESERVED RIGHTS

This RFP does not commit City of Aurora to pay any cost incurred in the preparation or submission of any proposal or to procure or contract for any services. City of Aurora will, at its discretion, award the contract to the responsible vendor submitting the best proposal that complies with the RFP. City of Aurora may, at its sole discretion, reject any or all proposals received or waive minor defects, irregularities, or informalities therein.

City of Aurora reserves the right to amend this RFP by an addendum issued up to five business days prior to the date set for receipt of proposals. Addenda or amendments will be in writing only and posted on the City of Aurora web site as soon as available and it shall be the responsibility of the offeror to obtain all addenda. Offerors registered for the paid bidding notification service shall be notified either by fax or email depending on the service that they have subscribed to. If revisions are of such a magnitude to warrant, in City of Aurora's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

INSTRUCTIONS TO BIDDERS

This section outlines specific instructions for proposal submission. **Vendors not adhering to these instructions shall be subject to disqualification without further consideration.**

PRICE GUARANTEE

Vendors are asked to guarantee their prices for a period not less than 3 months from the date of submission of the response to this RFP.

Respondents are to provide line item pricing.

CLARIFICATION AND INTERPRETATION OF RFP

The words shall in this Request for Proposal (RFP) indicate mandatory requirements. Taking exception to any mandatory requirement shall be grounds for rejection of the proposal. There are other requirements City of Aurora considers critical but not mandatory. Therefore, it is important to respond in a brief but concise manner to each section of this document.

Indicate the level of compliance with:

- “Acknowledge.” – The Vendor has read and understood the information provided; however, no action is required of the Vendor.
- “Comply.” – Vendor meets the specifications. Provide detail where requested.
- “Partially comply.” – Vendor meets part of the specification; always explain how, or the deviation.
- “Comply with clarification.” – Vendor meets the specification; however, the manner in which it is accomplished may be different from that specified by City of Aurora. Always provide clarifying information.
- “Exception.” – Vendor does not meet the specification. Please provide an alternative when possible.

PROPOSAL INCLUSIONS

All equipment, accessories, database information, training, software, hardware, labor, and materials must be furnished for the installation of the specified solution. Any additional material or equipment necessary for installation and operation of the system not specified or described herein shall be deemed to be part of these specifications.

Proposal Accuracy

A proposal, which is in any way incomplete, irregular, or conditional, shall not be accepted.

By submitting a proposal, vendors agree that any significant inaccuracy in information given by the vendor to City of Aurora shall constitute good and sufficient cause for rejection of the proposal or rejection of the telecommunications equipment at the time of delivery.

PROPOSAL MODIFICATION AND WITHDRAWAL

Once submitted, a proposal may be modified or withdrawn **up until the due date and time**. A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals.

GENERAL INFORMATION

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

SAMPLE SERVICE CONTRACT

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

INSURANCE REQUIREMENTS

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

If prospective vendors do not have insurance coverage in any of the identified areas, the reason for lack of coverage should be clearly stated in the technical proposal. The City may consider granting a waiver if the amount of coverage in any of the identified areas does not meet the City's required minimums.

INDEPENDENT CONTRACTOR AFFIDAVIT

The successful vendor is required to sign and notarize an affidavit stating that they are an independent contractor. A sample affidavit is attached for your review. **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 vendor 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.

SERVICE AGREEMENT



SERVICE AGREEMENT

CITY OF AURORA
AURORA, COLORADO

TITLE: _____

FILE NO.: _____

P.O. NO.: _____

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Attachment 1:	City of Aurora Insurance Requirements

AGREEMENT

THIS AGREEMENT, made as of the _____ day of _____ in the year Two Thousand and _____ by and between the CITY OF AURORA, COLORADO, hereinafter called the CITY, and _____, a _____ corporation with its principal place of business at _____, hereinafter called the CONTRACTOR, WITNESSETH, that whereas the CITY intends that the CONTRACTOR, upon written authorization as hereinafter specified, shall perform services as hereinafter provided; which are in accordance with the project scope and any addenda thereto, which scope of services by this CONTRACTOR together with addenda, if any, shall become a part of this Agreement.

NOW, THEREFORE, the CITY and the CONTRACTOR for the consideration hereinafter set forth agree as follows:

SECTION I - CONTRACTOR RESPONSIBILITIES AND BASIC SERVICES

- A. The CONTRACTOR agrees to perform services in connection with projects as hereinafter stated. Refer to Special Conditions where applicable.
- B. All work to be performed by the CONTRACTOR shall be authorized in writing through the Office of Purchasing Services subject to award as provided by Ordinance.
- C. Time of performance. The services to be performed under this Agreement shall be commenced immediately upon issuance of a Service Agreement and a Purchase Order from the CITY and shall be completed no later than _____ unless extended by the CITY in writing.
- D. The CONTRACTOR shall inform the CITY in writing of any additional firms it intends to hire to perform work in connection with this Agreement and shall keep the CITY informed on any changes or additions to this information. The CITY will approve any additional firms prior to commencement of work per this Agreement. The CONTRACTOR shall be responsible for the performance of the additional firm(s). Nothing contained herein shall create any contractual relationship between any additional firm(s) and the CITY.
- E. **Scope of Work:**
- F. The CONTRACTOR shall be responsible for any injury to persons or damage to property to the extent arising from negligent or otherwise wrongful acts or errors and omissions of the CONTRACTOR, its agents and employees. If the CONTRACTOR knows of the damage the CONTRACTOR shall notify the City immediately. If the City discovers the damage, City will notify CONTRACTOR immediately. Repair shall be accomplished under City direction and to City specifications so property is in as good or better condition than before damage. The CONTRACTOR shall provide the CITY with a certificate of liability coverage in accordance per the attached form 410-33.

SECTION II - THE CITY'S RESPONSIBILITIES

The CITY shall:

- A. Provide full information including detailed scope as to its requirements for the services.
- B. Give prompt notice to the CONTRACTOR whenever the CITY observes or otherwise becomes aware of any discrepancies in the services provided.
- C. Furnish, or direct the CONTRACTOR to provide at the CITY'S expense, any necessary additional services.
- D. The CONTRACTOR is not liable for delays in performance which are caused by the CITY, the CITY'S contractors, or events which are outside the control of the parties and could not be avoided by the exercise of due care.

SECTION III - MUTUAL OBLIGATIONS OF THE CITY AND CONTRACTOR

- A. This Agreement does not guarantee to the CONTRACTOR any work except as authorized in accordance with Section I above, or create an exclusive contract.
- B. The services and any and all interests contemplated under this Agreement shall not be assigned, sublet or transferred without the written consent of the CITY.
- C. The CONTRACTOR and any and all of its personnel utilized by the CONTRACTOR under the terms of this Agreement shall remain the agents and employees of the CONTRACTOR and are not, nor shall be construed to be, agents or employees of the CITY.
- D. All documents prepared in connection with these services shall become the property of the City.
- E. Any information identified by the City as confidential shall be kept confidential by the CONTRACTOR.

SECTION IV - PAYMENT AND FEE SCHEDULE

It is understood and agreed by and between the parties hereto, that the CITY shall pay the CONTRACTOR for services furnished, and the CONTRACTOR shall accept as full payment for such services, amounts of money computed as follows:

- A. Total Compensation: The CITY agrees to pay and the CONTRACTOR agrees to accept for the services contained in Section I contracted herein a sum not to exceed _____dollars. This amount shall include all services rendered by the CONTRACTOR under this Agreement including all travel, living and overhead expenses incurred in connection with performing the services herein except for special services authorized in writing by the CITY. The sum above stipulated shall be considered a "Not to Exceed" cost to the CITY. CONTRACTOR shall submit an invoicing schedule to be approved by the Project Manager.

Upon submission of CONTRACTOR invoicing to the CITY, payment shall be issued. It is to be understood and agreed that the CITY may require up to 21 days to process payment after date of receipt of invoicing.

SECTION V - CHARTER, LAWS AND ORDINANCES

The CONTRACTOR, at all times, agrees to observe all applicable Federal and State 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.

- A. Article XXVIII, Section 15 of the Colorado Constitution is hereby incorporated by reference as a term and condition of this agreement; provided, however, that the obligations to comply with this provision shall be enforced only if this agreement is a "sole source government contract" as defined by Article XXVIII, Section 2 of the Colorado Constitution. Notwithstanding any provision of this agreement to the contrary, this obligation shall survive for a period of two years beyond the termination of this agreement.

SECTION VI - TERMINATION OF CONTRACT

A. TERMINATION FOR CAUSE

In the event a material breach of this Agreement remains uncured following reasonable notice of said breach, the non-breaching Party may terminate this Agreement upon written notice specifying the effective date thereof, provided the other party shall have at least ten (10) days to cure any such alleged breach. In the event CONTRACTOR illegally discriminates among or against any person or persons, no opportunity to cure such breach need be provided by the CITY.

B. TERMINATION FOR GOVERNMENTAL CONVENIENCE

1. Change in CITY Policy. The CITY may terminate this Agreement at any time upon reasonable notice specifying the date thereof, provided the CONTRACTOR shall be compensated in accordance with this Agreement for all work performed up to the effective date of termination.
2. Non-Appropriation of Funds. The terms and conditions of this Agreement are subject to annual appropriation by the Aurora City Council.
3. The City's liability for termination of this Agreement shall not exceed the total amount of this Agreement.

C. EFFECT OF TERMINATION

1. Ownership of Work Product. In the event of termination, all finished and unfinished work product(s) prepared by CONTRACTOR pursuant to this Agreement shall become the sole property of the CITY, provided the CONTRACTOR is compensated in accordance with this

Agreement for all work performed in accordance with this Agreement up to the effective date of termination. CONTRACTOR shall not be liable with respect to the CITY'S subsequent use of any incomplete work product, provided CONTRACTOR has notified the CITY in writing of the incomplete status of such work product.

2. CITY'S Right to Set-Off and other Remedies. Termination shall not relieve CONTRACTOR from liability to the CITY for damages sustained as the result of CONTRACTOR'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.

SECTION VII - CHANGE ORDERS OR EXTENSIONS

The CITY may, from time to time, require changes in the scope of the services of the CONTRACTOR to be performed herein. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be incorporated in written Change Orders or Extensions to this Contract.

If the CONTRACTOR determines that a request by the CITY during the course of completing the services defined herein is not included in the scope of services defined in Attachment A, the CONTRACTOR shall submit to both the CITY's Project Manager and the Manager of Purchasing Services, in writing, a claim within three (3) business days of the CITY's request or of the event that prompted the proposed change.

A claim is any demand, contention, or assertion by the CONTRACTOR seeking additional time or money under the contract. Claims by the CONTRACTOR must be made in writing as specified herein. Claims from the CONTRACTOR must contain all of the following:

1. A narrative statement referencing and attaching the supporting documentation and specifically describing the legal, factual and contractual basis of the claim;
2. If the claim alleges delay to the work, the claim must include the precise number of days claimed, all alleged impacts, financial or otherwise, on the work, and the specific amount of money, if any, claimed as a result of the delay as well as a detailed critical path schedule analysis illustrating that the delays claimed were on the critical path of the project;
3. If the claim alleges acceleration or constructive acceleration of the work, the claim must include the precise number of days time extension the CONTRACTOR contends it would have been entitled to receive, but for the acceleration, and the precise number of days by which the work has been accelerated. No claims for acceleration for work that is not on the critical path shall be permitted. Claims for acceleration must be accompanied by a detailed CPM analysis. Claims for acceleration shall be limited to the premium portion of labor costs incurred for overtime.
4. If the claim is for additional compensation, the claim must include a detailed calculation of the precise amount claimed with all supporting documentation. All claims must reference the specific contract provisions relied upon to support the claim. All claims must specifically reference, by name, this Section VII and the fact that the claim is being submitted under this Section VII. Any writing or other form of notice, however designated, which fails to specifically reference this Section VII, by name, shall not be deemed to constitute a valid claim hereunder.

Items 1, 2, 3, and 4 above shall hereinafter be referred to as the "Final Accounting." A claim must be made in writing within three (3) business days after the occurrence of the event giving rise to the claim or the right to submit a claim is waived. The CONTRACTOR shall submit all information reasonably available that is otherwise required in the Final Accounting at the time of the claim. Failure to timely provide the Final Accounting shall constitute a waiver of the claim.

All requests for additional time or money by the CONTRACTOR shall be considered a separate claim and shall follow the claim procedures specified above. All information required in the Final Accounting must be submitted within the time limits established herein, and no supplementation of the information shall be permitted. Any attempted reservation of the right to submit or supplement an earlier made claim shall be void.

After review of the claim, the CITY shall make a decision whether the CONTRACTOR is entitled to a Change Order. If in the opinion of the CITY, the CONTRACTOR is entitled to a Change Order, the Project Manager shall initiate a written Change Order. CONTRACTOR shall not proceed with the work pursuant to such claim until receipt of written approval from the Project Manager. If in the opinion of the CITY, the CONTRACTOR is not entitled to a Change Order, the CONTRACTOR shall receive notice of the decision in writing from the Project Manager within five (5) business days of receipt of the claim by the City. The CONTRACTOR may submit an appeal of the decision in writing to the Manager of Purchasing Services within five (5) days of receipt of the decision from the Project Manager.

Claims shall be faxed with return acknowledgement or hand delivered to the following:

Name, Project Manager
City of Aurora
Department
Address
Aurora, CO 80012
Fax: (303) XXX-XXXX

And

Bob Cook, Manager
City of Aurora
Office of Purchasing Services
15151 E. Alameda Parkway, Suite 4400
Aurora, CO 80012
Fax: (303) 739-7509

SECTION VIII - EQUAL EMPLOYMENT OPPORTUNITY

- A. The CONTRACTOR will 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. The CONTRACTOR may 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. The CONTRACTOR 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.

- B. All solicitations and advertisements for employees placed by or on behalf of the CONTRACTOR, shall state that CONTRACTOR is an equal opportunity employer.
- C. The CONTRACTOR shall cause the foregoing provisions to be inserted in all subcontracts for any work contemplated by this Agreement or deemed necessary by CONTRACTOR, so that such provisions are binding upon each subcontractor.
- D. The CONTRACTOR shall keep such records and submit such reports concerning the racial and ethnic origin of employees and of applicants for employment as the U.S., the State of Colorado, the City of Aurora, or their respective agencies may require.
- E. The CONTRACTOR 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.
- F. By executing this agreement, CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR that CONTRACTOR, as an independent contractor, is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by CONTRACTOR or some entity other than the City of Aurora, Colorado.

SECTION IX - SPECIAL CONDITIONS

Not Used.

SECTION X - INSURANCE REQUIREMENTS

The CONTRACTOR shall provide the appropriate certificates of insurance and Worker Compensation documents, at no cost to the City, as described on Attachment #1. The CONTRACTOR further agrees and understands that they are to maintain and keep in force the appropriate insurance certificates throughout the term of this Agreement.

SECTION XI - EXAMINATION OF RECORDS

This clause applies if this contract agreement exceeds \$10,000.00.

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 contract agreement have access to and the right to examine any of the contractor/contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract agreement.

The contractor agrees to include in first-tier subcontracts under this contract agreement a clause to the effect that the City's Internal Auditor, or a duly authorized representative from the City of Aurora shall, until 3 years after final payment under the subcontract have access to and the right to examine any of the

contractor'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.

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 contract agreement, or (2) costs and expenses of this contract agreement to which the City's Internal Auditor, or duly authorized representative from the City of Aurora has taken exception, shall continue until such appeals, litigation, claims, or exceptions are disposed of.

SECTION XII – ILLEGAL ALIEN

A. UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS: Contractor shall not knowingly employ or contract with illegal aliens to perform work under this Contract. Contractor 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 Contractor 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, Contractor 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: Contractor 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 CONTRACTOR: If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

1. Notify the subcontractor and the City within three days that the Contractor 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 contractor 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: Contractor 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 Contractor violates any of the above provisions regarding illegal aliens the City may terminate this contract for cause and the Contractor may be liable for consequential damages.

SECTION XIII – INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless the City, its officers, agents, and employees, from and against all claims, damages, liabilities, and court awards, including costs, expenses, and reasonable attorney fees, to the extent caused by any negligent or otherwise wrongful act, error, or omission of the CONTRACTOR, its officers, agents, and employees. The CONTRACTOR shall provide the City with prompt notice of any claim for which CONTRACTOR may be liable. Likewise, the City agrees to provide the CONTRACTOR with prompt notice of any claim for which indemnification may be sought hereunder and, further, to cooperate with the CONTRACTOR in the resolution of such claim. Nothing herein is intended to be or shall be construed to be a waiver of the City's governmental immunity under C.R.S. Section 24-10-101, et. Seq., as amended.

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

ATTEST:

CITY OF AURORA, COLORADO

City Clerk

By: _____
Robert E. Cook, Manager
Purchasing Services

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney

Risk Manager

Contractor

By: _____
Signature

Name (Type or Print)

Title

Date



ATTACHMENT 1

INSURANCE REQUIREMENTS

The vendor or contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the City of Aurora, until final acceptance by the City of all work covered by the Purchase Order or contract the following types of insurance. The policy limits required are to be considered minimum amounts:

Commercial General Liability Insurance policy with minimum limits of **\$600,000** combined single limit for each occurrence. This policy should have a Broad Form Endorsement and include the following coverages: Blanket Contractual Liability, Broad Form Property Damage, Completed Operations and Personal Injury.

Comprehensive Automobile Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a minimum limit of **\$600,000** combined single limit for each occurrence.

Worker Compensation and Employers Liability Insurance shall cover the obligations of the vendor/contractor in accordance with the provisions of the Workers Compensation Act, as amended, by the State of Colorado.

Subcontractor's Insurance shall be the responsibility of the vendor/contractor to ensure that subcontractors are properly insured to meet the above requirements before they are permitted to commence work on the project.

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. The following policy limit is to be considered a minimum amount.

Professional Liability Insurance policy with a minimum limit of **\$1,000,000** per claim. The policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed under this contract.

The contractor shall provide Certificates of Insurance to the City of Aurora demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The Comprehensive General Liability and Automobile Liability Certificates of Insurance shall have the City of Aurora, its elected and appointed officials, officers, employees, agents, representatives and the title of the contract as additional insured. These Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed or modified to the extent such change or modification would cause the City's mandatory coverage requirements as stated herein to be violated without a **forty-five (45) day written notice** prior to expiration of same to the City of Aurora. Such notice to be forwarded to the Purchasing Services Division of the City of Aurora, 15151 East Alameda Parkway, Aurora, Colorado. The insurance coverages enumerated above constitute the minimum requirements and said enumerations shall in no way lessen or limit the liability of the contractor under the terms of the Contract. The Contractor may procure and maintain at their own expense, any additional kinds and amounts of insurance, that in their own judgment, may be necessary for their proper protection in the performance of the work. 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.

Form No. 410-33