

City of Aurora

Purchasing Services, Suite 5700
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Aurora, Colorado 80012
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www.auroragov.org



Request for Proposal: R-2518

Class/Item: 91832, 91849, 91858, 91882 94652, 95010

Date: June 16, 2026

REQUEST FOR PROPOSAL (RFP)

The City of Aurora (COA or City) is requesting proposals from consultants to provide capital infrastructure related grant writing services for the Finance – Grant Development Division.

Proposals shall consist of:

Grant Writing Service

Proposal Submittal Deadline

Proposals will be accepted electronically through the Rocky Mountain E-Purchasing System (BidNet) until **10:00 A.M (Mountain Time) on July 7, 2026**. **Proposals received using another method such as email, mail, or hand delivery will not be accepted or considered.** Late proposals will NOT be accepted. File size limit is 25 MB. Proposals received shall be retained by the City and cannot be returned.

If assistance is needed regarding BidNet registration or proposal uploading, please contact BidNet's vendor support at 1-800-835-4603 or email: e-procurementssupport@bidnet.com.

Pre-Proposal Conference

A non-mandatory pre-proposal conference is scheduled for **June 23, 2026, at 1:00 P.M.** The purpose of this meeting is to have City staff available to discuss the RFP, scope of service, and other technical and contractual matters. Attendance is not mandatory, but highly recommended. This event will be held online (virtually) using Microsoft Teams, please use the following details to join:

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/211468439279476?p=8Ub6lHwUcqRdVdXjLq>

Meeting ID: 211 468 439 279 476

Passcode: 4oW2cX6B

Dial in by phone: [+1 720-388-8447](tel:+17203888447)

Tentative Schedule of Key Dates

Listed below is a tentative schedule of key actions related to this RFP. In the event the City finds it necessary to change dates and times, it will do so by issuing an addendum to this RFP on BidNet. There may or may not be a formal notification issued for changes in the estimated dates and times.

Activity	Date and Time (Mountain Time)
RFP Publication (BidNet)	June 16, 2026
Pre-Proposal Conference	June 23, 2026 at 1:00 p.m.
Written Question Deadline	June 26, 2026 at 3:00 p.m.
Addendum Issued	June 30, 2026
Proposal Submission Deadline	July 7, 2026 at 10:00 a.m.
Shortlist Notification	July 10, 2026
Interview with Shortlisted (if needed)	Week of July 13, 2026
Top-ranked Consultant Notification	July 20, 2026
Negotiations with Top-ranked Consultant	July 24, 2026
Award Actions Complete	July 31, 2026
Anticipated Start	August 2026

Written Questions

Written questions are due by **3:00 PM on June 26, 2026**, and shall be emailed to: Kristin Chewiwi, Procurement Supervisor, at: KChewiwi@auroragov.org. It is preferred that all questions be sent with the subject title: **Grant Writing Services (R-2518)**.

Questions received by the deadline will receive a written response in the form of an addendum that will be posted on BidNet. Questions received after the deadline will not be addressed.

Selection Process

This RFP is being solicited under a multi-phase procurement procedure.

First Phase: requires all interested firms to submit a proposal that addresses the items outlined in Section II, Proposal Submittal Requirements of this RFP. Proposals will be evaluated and ranked according to the criteria specified in Section III, Evaluation Criteria. Based on this evaluation, a short-list of potential top-ranked consultants will be selected for further evaluation. Only those short-listed will advance to the Second Phase of the selection process.

Second Phase: during this phase, the evaluation committee may conduct interviews with the short-list firms, if deemed necessary. Interviews may be waived if the committee unanimously agrees on a top-ranked Consultant based solely on the written proposals. The results of any interview conducted will be used to determine the final ranking of the short-listed firms.

The Consultant ranked the highest following this process will be invited to enter contract negotiations, as part of the Third Phase of the selection process.

Third Phase: In the final phase, the City will enter negotiations with the firm ranked highest by the evaluation committee, based on the written proposal and interview (if applicable). Within 5 business days of being notified, the top ranked firm must submit the following initial Scope of Service, Project Schedule, and Price proposal:

1. Detailed Scope of Work: The Scope of Work (SOW) should include a detailed breakdown by Tasks with sub-tasks that show what services shall be provided to the City for completing the proposed services identified in Section I, Scope of Services.
2. Detailed Project Schedule: The Project Schedule should directly reflect/respond to the above proposed SOW in a bar chart format that shows the Tasks and sub-tasks from the beginning to the end of the SOW to be performed.
3. Detailed Price Proposal: The detailed price proposal shall reflect completing all the proposed

services identified in the SOW and Project Schedule submitted under items 1 & 2 above. The detailed price proposal shall be submitted in an "Excel" style spread sheet that shows the following:

- List of tasks & sub-tasks for the furthest left-hand column (must correspond with the SOW).
- List of key personnel with titles and hourly rates on the top row area going from left to right.
- List of total hours per each sub-task for each identified key personnel – this would be a column under each listed key personnel. Also add a total number of hours row/area for all sub-tasks at the bottom of the spread sheet which would show the overall total number of hours for each key personnel.
- List of the total hours estimated to complete each sub-task that shows a total of all hours for all the key personnel assigned to complete the sub-task (this should be column that comes right after the last listed key personnel)

If the City is unable to reach a satisfactory agreement with the top-ranked firm, negotiations will begin with the next highest-ranked firm. This process will continue in order of ranking until a contract is successfully negotiated, or the City elects to reject all proposals.

The City also reserves the right to reject any or all proposals, waive informalities or irregularities, and accept the proposal(s) that best serve the interests of the City.

Period of Award

The initial term of the award will be for five (5) years, not to exceed sixty (60) months, commencing on the effective date of the agreement, unless earlier terminated in accordance with the terms and conditions of the contract. At the end of this period, the contract will automatically terminate without the need for further notice, either written or oral.

Conditions of Award

Terms and conditions of the award shall be incorporated by a Professional Services Agreement (PSA). No other documents, agreements, contracts or addenda will be a part of this RFP and/or award unless authorized by the Office of Purchasing Services.

Confidentiality

Please be aware that proposals submitted to the City in response to this RFP shall be subject to the Colorado Open Records Law, Section 24-72-201, et seq., C.R.S. Any privileged or confidential information in the Applicant's proposal shall be specifically identified as such by the Applicant. If any information is considered to be confidential, the Applicant shall agree to indemnify the City for any and all attorney fees the City may incur in defending the withholding of such information by signing and returning the letter found in Section IV of this RFP. Should the City receive a request for the release of any information in the Applicant's proposal in accordance with the open records law, the City will review the Applicant's proposal, giving consideration to the portions that the Applicant indicated contained trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data, and may release only that information which has not been identified as confidential so long as Section IV has been signed and returned by the Applicant along with the proposal. Should the Applicant choose not to sign and return Section IV, all information in the Applicant's proposal may be considered releasable by the City. Applicants 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.

Licenses

The successful firm, 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. Successful firm and any sub-consultants, if applicable, will be required to obtain an Aurora Business License. The successful firm shall provide

the Aurora Business License number(s) to Kristin Chewiwi, Procurement Supervisor, within thirty (30) days of contract award.

Addendum to this RFP

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

CONTACTS DURING THE SOLICITATION PROCESS

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

Acceptance of RFP

By submitting a proposal in response to this RFP, the firm accepts all of the conditions described in this RFP, including the Professional Services Agreement, and agrees to abide by all final decisions made by the City.

CITY OF AURORA

Kristin Chewiwi, Procurement Supervisor
Purchasing Services

Appendices

- Section I: Scope of Services
- Section II: Proposal Submittal Requirements
- Section III: Evaluation Criteria
- Section IV: Special Conditions
- Section V: Sample Professional Service Agreement with Insurance Requirements
- Section VI: Forms: Supplier Conflict of Interest Certification, Request for Business Size Status, CORA Acknowledgement, W-9, and EFT Direct Payment Authorization

SECTION I

SCOPE OF SERVICES

OVERVIEW

The City of Aurora, Colorado (city) is soliciting proposals from highly qualified consulting firms (Consultant) with demonstrated expertise in providing grant development, grant writing, and funding strategy services for complex capital infrastructure-related grants.

The city seeks to leverage available federal, state, regional, and private foundation opportunities to support a diverse portfolio of projects, programs, and operational initiatives across various departments as well as cross-departmental collaborative projects.

The selected consultant will serve as an extension of the City's Grant Development Manager, in identifying competitive funding opportunities and developing high-quality grant applications that maximize the city's ability to secure external funding.

BACKGROUND

The city is responsible for planning, constructing, operating, and maintaining a broad range of public facilities, infrastructure assets, and community programs. The city regularly pursues grant funding to support capital investments, infrastructure improvements, operational enhancements, transportation improvements, community development efforts, and other strategic priorities.

SCOPE OF SERVICES

The selected consultant shall provide professional grant writing and grant development services on an as-needed basis to support the city's funding opportunities. Services shall be performed for specific grant opportunities identified by the city and authorized through individual task assignments.

For each assigned task or grant opportunity, the consultant shall provide comprehensive grant development and application support services, which may include, but are not limited to, the following:

- A. Funding Opportunity Identification and Grant Strategy
 - Identify and evaluate funding opportunities that align with City priorities, projects, programs, and operational needs.
 - Monitor emerging legislation, appropriations, and funding initiatives relevant to local government and infrastructure projects.
 - Advise the City on grant eligibility, competitiveness, timing, match requirements, and funding strategies.
 - Assist in prioritizing grant pursuits, identifying funding gaps, and developing strategies to maximize funding opportunities.

- B. Grant Application Development and Writing
 - Prepare and coordinate complete and competitive grant applications.
 - Develop application narratives, project justifications, statements of need, implementation plans, schedules, and other required application components.
 - Prepare supporting materials, including budgets, budget narratives, funding plans, benefit-cost analyses, performance measures, logic models, evaluation plans, and outcome metrics, as required by the funding agency.

- Coordinate with City staff, consultants, engineers, and project stakeholders to gather information necessary for application development.
- Ensure all application materials comply with funding agency requirements, evaluation criteria, and submission deadlines.

C. Research, Data Analysis, and Supporting Documentation

- Research, compile, analyze, and present data necessary to support grant applications and strengthen project competitiveness.
- Develop and assemble required attachments, exhibits, maps, letters of support, partnership agreements, memoranda of understanding, and other supporting documentation.
- Document project benefits, community impacts, performance outcomes, and other information required by funding agencies.

D. Stakeholder and Coordination

- Facilitate coordination among City departments and external partners to support grant development efforts.
- Participate in meetings with City staff, funding agency representatives, legislative advocates, consultants, community organizations, and regional partners, as requested.
- Assist the City in responding to funding agency questions, requests for clarification, and supplemental information requests during the application review process.

E. Quality Assurance and Post-Award Support

Upon request, the consultant may provide:

- Provide quality control, technical review, copy editing, proofreading, and final review of all grant application materials.
- Ensure all deliverables are accurate, complete, consistent, and professionally prepared.
- Upon request, provide post-award support services, including grant administration assistance, compliance guidance, reporting support, performance monitoring, grant amendments, extensions, and reimbursement documentation.

DELIVERABLES

Deliverables may include, as applicable, the specific funding opportunities:

- Complete grant application packages
- Grant narrative and technical responses
- Logic models and evaluation plans
- Benefit-Cost Analyses (if needed)
- Project budgets and budget narratives
- Data analysis and supporting research
- Letters of support and stakeholder coordination materials
- Required attachments and supplemental documentation
- Draft and final application review memoranda
- Responses to agency request for clarification; and
- Other grant-related materials identified by the City.

DESIRED OUTCOMES

The City seeks a consultant capable of:

- Increasing grant funding awarded to the city
- Expanding access to diverse funding sources
- Improving grant readiness across departments
- Supporting strategic capital investment objectives
- Strengthening regional and cross-departmental collaboration
- Delivering high-quality, competitive grant applications with measurable results.

SECTION II

PROPOSAL SUBMITTAL REQUIREMENTS

Proposals shall be concise and limited to five (5) pages in 10-point or larger font. Page limit does not include the cover letter, table of contents, title page, resume(s), and grant samples. The use of figures, photographs, or other graphics within the page constraints indicated is up to the discretion of the consultant.

1. Transmittal Letter

Provide a cover letter signed by an individual authorized to bind the firm contractually. The letter shall include:

- The firm's legal name, business address, year established, and type of ownership
- A statement confirming the firm's understanding of the requested services
- A statement confirming the firm's availability and capacity to perform the services described in the RFP
- A commitment to provide services in a timely and professional manner
- The name, title, telephone number, and email address of the firm's primary contact for this solicitation.

2. Project Experience

The consultant shall submit detailed information on the consultant's background and experience as it relates:

- Areas of specialization and relevant professional qualifications
- Experience providing grant development and grant writing services for local governments and public-sector agencies
- Experience securing funding for capital infrastructure-related initiatives or other comparable projects, including relevant successful grants.

3. Relevant Project References

Provide references for at least three (3) municipal, governmental, or public-sector agency clients for whom similar services have been performed. For each reference, include:

- Agency name
- Contact person, include title, phone number, and email address
- Brief description of services provided
- Date(s) of engagement
- Grant program(s) pursued and funding amount awarded, if applicable

4. Project Approach

Provide narrative describing the firm's approach to delivering the services outlined in the Scope of Services, including:

- Funding opportunity assessment and grant strategy development
- Grant application development and project management
- Coordination with staff, consultants, and stakeholders
- Quality control and review procedures
- Methods for ensuring compliance with grant requirements and submission deadlines.

5. Project Team

Identify the personnel who will be assigned to provide services under this contract. For each key team member, provide:

- Name and title
- Proposed role and responsibilities
- Relevant qualifications and experience
- Estimated level of involvement

Identify any proposed subconsultants and describe their role in providing services. Include firm qualifications and resumes of all key personnel and subconsultants.

6. Compensation

- Hourly billing rates for all personnel classifications that may be assigned to the project
- Any reimbursable expenses or administrative charges not included in the hourly rates
- A description of any alternative price structures available to the city, if applicable.

7. Required Attachments

- Provide at least one (1) sample grant application prepared for a similar public-sector client (confidential information may be redacted).
- A list of grants successfully secured by the firm within the past five (5) years, include:
 - Funding agency/program
 - Client Name
 - Project description
 - Amount requested and amount awarded

8. Resume(s)

Provide resumes for all key personnel proposed to perform services under this contract, including the Project Manager and any subject matter experts who will have a significant role in delivering the services.

9. Forms (refer to Section VI)

To be provided, preferably at time of submittal but prior to award, unless noted otherwise:

- Supplier Conflict of Interest Certification (due at time of submittal)
- Request for Business Size Status
- CORA Acknowledgement
- Request for Taxpayer Identification Number and Certification (W-9 form)
- Electronic Fund Transfer (EFT)

Note: The City reserves the right to obtain financial data or other supplemental information concerning the prime consultant firm and/or its proposed subconsultants.

SECTION III

PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated on the exhibited strengths of the firm to complete the project per the criteria listed below. The selection committee will review each firm's qualifications, perspectives, approach and techniques to both ascertain their understanding of the project and issues and to assure that a proper effort and appropriate staffing will be devoted to the project.

1. Project understanding and approach for accomplishing the City's objectives - 25
2. Qualifications of the project manager and project team, and proven ability with similar projects - 25
3. References from past and present clients - 20
4. Project pricing and expenses - 15
5. Thoroughness, quality and conciseness of submittal – 15

Total Max Points: 100

SECTION IV SPECIAL CONDITIONS

CONSULTANT RESPONSIBILITY FOR PROPOSAL COSTS

The City is not liable for any costs incurred by any consultant associated with the preparation of a proposal, the negotiation of a contract, or for services prior to the award of the Agreement.

Selected consultants may be asked to present their proposals and/or to demonstrate ability to provide products or services to the City's representatives in Aurora or at another mutually agreeable location. The consultants shall bear all costs of such presentations.

PROPOSALS BINDING UPON FIRMS

Firms are advised that their proposals shall be binding upon the firm for **ninety (90) calendar days** from the proposal due date. A firm may withdraw or modify their proposal any time prior to the proposal due date by a written request, signed in the same manner and by the same person who signed the proposal.

SAMPLE PROFESSIONAL SERVICES AGREEMENT

Included in this package is a sample of the standard "Professional Services Agreement" used by the City.

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 City Project Manager will agree that any change of scope in the services 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 amendment.

SMALL BUSINESS ENTERPRISE (SBE) PROGRAM FOR CONTRACTS OVER \$250,000.00

This RFP may be subject to the City's Small Business Enterprise (SBE) Program. The intent is to recognize the role and importance of small businesses in our country's and City's continued success. For Aurora to acknowledge this category of businesses involved with providing professional and regular services, it has been determined that certain actions are necessary to support this program.

Objectives of the SBE Program

The City's Small Business Enterprise (SBE) Program demonstrates the City's commitment to the SBE community by promoting economic growth within the local business community and providing a development program to assist SBEs regardless of gender, age, race or ethnicity.

For purposes of the City's Program, SBEs are defined as a small business if they meet 50% of the Small Business Administration's size standard that applies to the appropriate North American Industry Classification (NAICS) code for the scope being procured. SBEs shall self-certify as to their business size status.

As part of the SBE Program, contracts over \$250,000 awarded to large businesses by the City's Office of Purchasing Service shall require that the large business use a good faith effort to award no less than 10% of their subcontracting dollars to SBEs, if they plan to subcontract any portion of the work. **This Program does not apply to large businesses that will perform 100% of the contract work with their own workforce without using any subconsultants and or to the top ranked successful consultant that has self-certified themselves as a small business enterprise.**

Consultants are encouraged to identify as many aspects of the work as possible to enhance the utilization of SBEs. Consultants are expected to use qualified SBEs. To be qualified, SBEs must have the necessary financial capabilities, skill, experience, and access to the necessary staff, facilities and equipment to perform the work or to provide the supplies or services that are required.

Good Faith Effort

If the objective specified herein has not been met, it shall be the responsibility of the large business top ranked consultant to demonstrate its good faith efforts in attempting to meet the objective. The consultant, if it has not met the specified objective, must provide a completed Good Faith Effort Questionnaire in support of its good faith effort to meet the objective for evaluation and approval by the City.

SBE Program Documents

In order to demonstrate compliance with the City's SBE Program, the top ranked consultant must complete the initial "Request for Business Status" form (refer to Section VI of this RFP). If the top ranked consultant has self-certified as a large business, then that consultant must sign and submit the attached forms entitled Statement of Intent to Use Small Business Enterprises (SBEs) and Individual Letter of Intent for Each Small Business Enterprise. In addition, if the SBE objective has not been met, the large business top ranked consultant will be required to submit the attached Good Faith Effort Questionnaire as provided for herein under "Good Faith Effort." **All forms shall be submitted by the successful consultant upon successful conclusion of negotiations.**

Evaluation Criteria for a Good Faith Effort

The adequacy of the large business top ranked consultant's good faith effort will be evaluated based upon the following criteria:

1. The consultant's outreach efforts, including:
 - Advertising in trade association publications and other publications;
 - Mailings to SBEs;
 - Contacts with SBE contractor organizations;
 - Phone contacts with SBEs; and
 - Other activities identified by the consultant.
2. List items of work identified by the consultant for subcontract or supply to meet the Program objectives;
3. Efforts to negotiate with SBEs to obtain them as subconsultants or suppliers;
4. Efforts to provide SBEs a full and fair opportunity to provide a proposal, including the opportunity to review the scope of services and to have the time to prepare proposals and negotiate; and

5. The reasons why the consultant was unsuccessful in its efforts to obtain SBEs as subconsultants, suppliers or joint venture partners.

If the City determines that the large business top ranked consultant failed to make a good faith effort, the proposal will be deemed non-responsive and will be rejected.

STATEMENT OF INTENT TO USE SMALL BUSINESS ENTERPRISES (SBE)

The large business shall complete this form for the involvement of SBEs on this project. **This form shall be submitted by the successful consultant upon successful conclusion of negotiations.**

The following SBEs will be utilized:

1. Name: _____
Type of Work: _____
Amount of Contract: _____
2. Name: _____
Type of Work: _____
Amount of Contract: _____
3. Name: _____
Type of Work: _____
Amount of Contract: _____

(Attach additional sheets as required)

By executing this document, the consultant hereby certifies that it fully intends to employ the SBEs listed on this STATEMENT OF INTENT TO USE SMALL BUSINESS ENTERPRISES. Should one or more listed SBEs be deleted after the proposal has been submitted or if it becomes necessary to replace an SBE, the **CONSULTANT MUST OBTAIN PRIOR WRITTEN APPROVAL FROM THE CITY.**

Total Amount of Anticipated to be Subcontracted: _____%

Total SBE Program Participation Achieved: _____%

Consultant: _____
(Company Name)

By: _____
(Consultant's Authorized Representative)

Name: _____
(Type or Print)

Title: _____

Date: _____

INDIVIDUAL LETTER OF INTENT FOR EACH SMALL BUSINESS ENTERPRISE

The large business shall complete this form for the involvement of SBEs on this project. **This form shall be submitted by the successful consultant upon successful conclusion of negotiations.**

CONSULTANT INFORMATION:

Name: _____

Address: _____

Telephone: _____

SBE INFORMATION:

Name: _____

Address: _____

Telephone: _____

Type of Firm: Subconsultant Supplier

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

The small business size standard designated for this award in accordance with the City of Aurora's SBE Program is _____ U.S. dollars Employees

Description of work to be performed: _____

Estimated start date: _____

Total value of estimated work: _____

CONSULTANT INTENDS TO UTILIZE THE ABOVE-NAMED SBE FIRM FOR THE WORK DESCRIBED ABOVE.

Consultant: _____ SBE Firm: _____
(Company Name) (Company Name)

By: _____ By: _____
(Consultant's Authorized Representative) (SBE's Authorized Representative)

Name: _____ Name: _____
(Type or Print) (Type or Print)

Title: _____ Title: _____

Date: _____ Date: _____

GOOD FAITH EFFORT QUESTIONNAIRE

1. The large business who has failed to meet the SBE objective is required to complete and submit this form, along with supporting documentation. **This form shall be submitted by the successful consultant upon successful conclusion of negotiations.** Please use an additional sheet when space is inadequate.

Project SBE Objective: 10% CONTRACTOR SBE PARTICIPATION: _____%

1. Did your firm advertise for SBE participation? Yes __ No __

If yes, were the advertisements specific or general _____?

In what publication(s) did your ad appear? _____

Please provide a copy of your advertisements.

2. What other sources did your firm use to solicit proposals from SBE subconsultants and suppliers? _____

Please provide a copy of your advertisements.

3. What items of work were identified for SBE contracting opportunities? List the items of work identified and the percent of contract:

Item	Percent of Total Subcontract Dollars
_____	_____
_____	_____
_____	_____
_____	_____

4. How many SBE firms did you contact by mail? _____

Please provide a copy of all materials mailed and a list showing to which SBE firms the various mailings were sent.

5. How many SBE firms did you contact by phone? _____

Please provide a list showing which SBE firms were contacted by phone.

GOOD FAITH EFFORT QUESTIONNAIRE (CONTINUED)

- 6. For subcontracts or supply contracts where an SBE proposed, but was not used, provide the following information:
 - A. Scope of work SBE proposal vs. scope of work non-SBE proposal:
 - B. Amount of SBE proposal vs. amount of non-SBE proposal. (Note: Include the date the proposals were received.)
- 7. If you negotiated with SBEs, but no negotiated subcontracts resulted, please give the reasons that your negotiated efforts failed relative to each such failure.
- 8. If you did not negotiate with any SBE firm(s) please explain why.
- 9. Please indicate how many negotiated subcontracts you entered into: _____
- 10. How many SBE firms reviewed the RFP at your office? _____
- 11. Have you previously proposed on work with public entities in which the RFP documents set forth objectives for SBEs? Yes_No___

If the answer to this question is yes, please provide the following information:

- A. Were you ever the selected firm? Yes_____No___
- B. Have you ever failed to meet a specified objective? Yes_____No___

If yes, relative to each incident in which you have failed to reach the objective, please set forth the reasons for any such failure.

- C. Has a proposal submitted by your firm ever been rejected for its failure to respond to an SBE program? Yes_____No___
- D. Have you ever competed successfully for a public project and met the objectives specified therein? Yes_____No___

If yes, please identify those projects.

Relative to each of the questions set forth above, please respond in detail on a separate piece of paper, if necessary. This information will be used by the City as an indication of your commitment to the City's SBE Program.

SECTION V
SAMPLE



PROFESSIONAL SERVICES AGREEMENT

CITY OF AURORA
AURORA, COLORADO

TITLE: _____

FILE NO.: _____

P.O. NO.: _____

(Version PSA 10 2024)

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Attachments

Attachment 1: Scope of Work
Attachment 2: Milestone Schedule
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Attachment 4: Insurance Requirements

AGREEMENT

This Agreement is made as of the ____ day of _____, 2025, by and between the City of Aurora, Colorado ("City"), and _____ ("Consultant"), 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. _____, ("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 _____. 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 _____ Dollars, (\$00.00) 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>
-------------	--------------

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 ensure 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.

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 including but not limited to 8-17.5-102, C.R.S., 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. Consultant represents and warrants that Consultant will comply with Federal, State and local regulations including compliance with the American with Disabilities Act (if applicable) in the performance of the services described herein.

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 - 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____

RISK MANAGEMENT: _____
Risk Manager

APPROVED AS TO FORM: _____
Assistant City Attorney

CONSULTANT

By: _____
(Signature)

Name: _____
(Type or Print)

Title: _____

Date: _____, 20____

Attachment 4 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, 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 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:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate
- \$2,000,000 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.

Unmanned Aerial Systems Liability Insurance (“Drone” Insurance). If, as part of the performance of the Work, Consultant operates any “Unmanned Aerial System” or “UAS,” or hires any such operations through a vendor or sub- subcontractor, the Consultant shall provide and maintain liability insurance for operations of the UAS. This liability insurance shall be provided by either a separate aviation policy or an endorsement to the commercial general liability policy required hereunder, provided that the limit of liability shall be no less than One Million Dollars (\$1,000,000.00) per occurrence. Regardless of the form of insurance provided, the City and E-470 Authority shall be included as insured parties and a waiver of subrogation shall apply in favor of all additional insured parties. Consultant shall require compliance with these same terms and conditions from any subcontractor vendor whom it engages in the use or operation of a UAS. Consultant further acknowledges and agrees that it is solely responsible for the airworthiness of any such aircraft.

Consultant also warrants that, at a minimum, all aircraft will be registered, maintained, and operated in accordance with:

- a) all applicable manuals inclusive but not limited to the manufacturers and operators maintenance and operations manuals;
- b) federal aviation regulations, mandatory advisory circulars, or other airworthiness directives issued by the FAA;
- c) the manufacturer’s airworthiness limitations;
- d) manufacturer or FAA mandated inspection schedules, overhaul schedules, and calendar retirement dates; and
- e) service bulletins.

For the purposes of this Section, "UAS" includes all elements required for flight including, but not limited to, ground control stations, data links, dashboards, applications, survey equipment, and the unmanned aerial vehicle ("UAV" or "Drone") of the subject unmanned system. UAS, UAV, and Drone are used interchangeably in this Contract.

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.

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 Consultant 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 and E-470 Authority, 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 Vendor's or Contractor's or its subcontractor'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 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 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) per claim, covering those claims which arise out of the negligent acts or omissions of the Consultant, 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 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 after renewal.

Form No. 410-33 (Version 6/24/2015)

SECTION VI – FORMS

Finance Department



City of Aurora

Purchasing Division
15151 E Alameda Parkway
Aurora, Colorado 80012

AuroraGov.org

City of Aurora – Supplier Conflict of Interest Certification

Solicitation Number (If Applicable): R-2518

Solicitation/Award Title & Date: Grant Writing Services

Supplier Company Name: _____

Certification of Conflict of Interest

City Code Section 2-668 prohibits conflicts of interest in the city's procurement and contracting process.

In connection with the submission of a quote, bid or proposal and prior to any award by the City of Aurora, the undersigned certifies the following:

Neither the company nor any officer, representative or employee involved in this solicitation or any resulting award, nor their immediate family members, are employed by the City of Aurora or have any personal, professional or financial relationship with the city or its employees that would create an actual or apparent conflict of interest. No other relationship or bias exists that would prevent performance solely on its merits or create an appearance of impropriety.

Representation: I hereby certify that no officer, representative or employee involved in this solicitation or resulting award, nor their immediate family members, have a personal, professional or financial relationship with the City of Aurora, its employees or officials.

Disclosure: I hereby disclose that one or more such individuals or their immediate family members have a personal, professional or financial relationship with the City of Aurora, its employees or officials.

If the above Disclosure box is checked, please describe the Relationship/Conflict:

Certification

By signing below, I certify that the information provided on this form is true, complete and accurate to the best of my knowledge, and that I am authorized to bind the above-named firm to this certification. This certification applies only to officers, representatives or employees who participated in the preparation or submission of this solicitation response or who will perform work under any resulting award, and their immediate family members. I understand that failure to disclose a conflict of interest may result in disqualification or termination of any awarded contract. Electronic signature is deemed equivalent to a handwritten signature for purposes of this certification.

Authorized Signature: _____

Printed Name: _____

Title: _____

Supplier Company Name: _____

Date: _____

REQUEST FOR BUSINESS STATUS

RFP #: R-2518

Please provide us with the information requested below to help us do a better job of soliciting City of Aurora requirements:

The North American Industry Classification System (NAICS) code for this award is 541990.

The small business size standard the City of Aurora designates for this award is 9.5 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

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 this solicitation to which you are now responding?

- Website (www.auroragov.org/business)
- Newspaper (please name the paper); _____
- Fax;
- Automatic notice by E-mail;
- Telephone call from buyer;
- Other (please describe): _____

Company name, address, phone #, e-mail and point of contact preparing this information.

CORA ACKNOWLEDGEMENT

PUBLIC RECORD ACKNOWLEDGEMENT

Request under the Colorado Open Records Act (CORA)

Solicitation Number R-2518

All submittals received by the City of Aurora in response to this RFP are public records and are subject to disclosure under the Colorado Open Records Act, C.R.S. § 24-72-201 et seq. ("CORA"). If a contractor believes any portion of its submittal is exempt from disclosure (e.g., trade secrets or confidential commercial or financial information), the Contractor must clearly identify and label the specific information claimed to be confidential. The City will make an independent determination regarding the applicability of any claimed exemption and is not bound by a contractor's designation.

By submitting a response, the Contractor agrees to defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any claims, damages, costs, and expenses (including reasonable attorney fees) arising from the Contractor's confidentiality designations or the City's withholding of information in reliance on such designations.

OFFEROR

By: _____
Signature

Name (Type or Print)

Title

Date

W-9 REQUEST FOR TAX-PAYER IDENTIFICATION FORM

Form W-9 can be found at the following link:

<http://www.irs.gov/uac/Form-W-9,-Request-for-Taxpayer-Identification-Number-and-Certification>

EFT Form



EFT Direct Payment Authorization

Print Form

Reset Form

All fields in this section must be completed.

Payee Information

New EFT Enrollment Revised EFT Enrollment

<input type="text"/>	<input type="text"/>	<input type="text"/>	
Payee Name	Taxpayer ID (TIN) or SSN	Email Address for Remittance Advice	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Mailing Address (Number and Street)	City	State	Zip Code

All fields in this section must be completed for a new or a revised EFT enrollment.

Account Information

<input type="text"/>	Type of Account (check only one)	<input type="checkbox"/> Checking Account																											
Financial Institution Name		<input type="checkbox"/> Savings Account																											
<input type="text"/>	<input type="text"/>	<input type="text"/>																											
Financial Institution Address (Number and Street)	City	State																											
<input type="text"/>	<input type="text"/>	<input type="text"/>																											
Routing Number (ABA) / Swift Code (9 digits)	<table border="1"> <tr> <td>Your Name</td> <td></td> <td>0123</td> </tr> <tr> <td>Your Address</td> <td></td> <td></td> </tr> <tr> <td>Your City, State, Zip</td> <td></td> <td></td> </tr> <tr> <td>Pay to the Order of _____</td> <td>\$</td> <td><input type="text"/></td> </tr> <tr> <td></td> <td></td> <td>Dollars</td> </tr> <tr> <td>Your Bank</td> <td></td> <td></td> </tr> <tr> <td>Memo _____</td> <td></td> <td></td> </tr> <tr> <td>012345678</td> <td>0123456789</td> <td>0123</td> </tr> <tr> <td>Routing Number</td> <td>Account Number</td> <td></td> </tr> </table>		Your Name		0123	Your Address			Your City, State, Zip			Pay to the Order of _____	\$	<input type="text"/>			Dollars	Your Bank			Memo _____			012345678	0123456789	0123	Routing Number	Account Number	
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Your City, State, Zip																													
Pay to the Order of _____	\$	<input type="text"/>																											
		Dollars																											
Your Bank																													
Memo _____																													
012345678	0123456789	0123																											
Routing Number	Account Number																												
<input type="text"/>	Account Number																												

All fields in this section must be completed. The City of Aurora will not initiate an EFT Direct Payment without a signed and dated authorization.

Authorization

I authorize the City of Aurora to deposit warrant or check amounts electronically, via EFT, payments owed to me by the City of Aurora, and if necessary, debit entries and adjustments for any amounts deposited electronically in error.

I understand and agree that the City of Aurora is not responsible for deposit errors resulting from receipt of incorrect banking information or banking charges not communicated nor is the City of Aurora responsible for any charges incurred as a result of receiving an EFT payment.

I consent to and agree with the National Automated Clearing House Association Rules and Regulations and the Commissioner's Rule about electronic transfers as they exist on the date of my signature on this form or as subsequently adopted, amended, or repealed.

I certify that I am authorized to enter into this agreement on behalf of the payee and that the agreement will remain in full force and effect until the City of Aurora receives notification of a change or cancellation. I agree to provide the City of Aurora with a 30-day advance written notice of any change or cancellation.

<input type="text"/>	<input type="text"/>	<input type="text"/>
Authorized by (print full name)	Authorizing Signature	Title
<input type="text"/>	<input type="text"/>	<input type="text"/>
Date	Email	Phone

Return To

This EFT agreement must be fully completed, signed, and returned to Accounts Payable at the address below to initiate EFT processing setup. You will be established as an EFT vendor and all payments will be made via EFT upon completion.

Questions regarding this form or your EFT transactions should be directed to the Accounts Payable, Finance Department at the address/numbers below:

City of Aurora
 Finance Dept., Accounts Payable
 15151 E Alameda Pkwy
 Aurora, CO 80012
 Phone: 303-739-7786
 Fax: 303-739-7779
 Email: accountingservicesSTAFF@auroragov.org

INTERNAL USE ONLY

Date Received	<input type="text"/>
Date Entered	<input type="text"/>
Entered By	<input type="text"/>
Approved By	<input type="text"/>