# *City of Aurora*

**Finance/Purchasing & Contracts**
**15151 E. Alameda Parkway**
**Suite 5700**
**Aurora, Colorado 80012**
**Phone: 303.739.7100**
**www.auroragov.org**

**INVITATION FOR BIDS: B-4793**
**CATEGORY NO'S.: 200-16, 200-44, 200-87, 200-88, 200-31, 200-92, 200-38, 200-70, 200-76, 200-86, 200-74, 201-30, 200-85, 201-25, 080-15, 200-10 201-37, 345-79**
**DATE: October 27, 2026**

**BID DEADLINE: 2:00 p.m. MT, November 13, 2026**

## INVITATION FOR BID

**Bid Submittals**
Bids shall be submitted electronically only through the Rocky Mountain E-Purchasing System (aka BidNet at www.bidnetdirect.com/colorado ) no later **than 2:00 p.m. MT, November 13, 2026**. Please be advised that bids MUST be submitted through BidNet to be considered responsive. If you need assistance with the registration or bid upload process contact BidNet's Vendor support at 1.800.835.4603 or email e-procurementsupport@bidnet.com . No late bids will be accepted.

*Note: BidNet file size is limited to 500MB per file. Should your bid submission exceed that size, make sure to split the document to accommodate the limitation and upload multiple documents if necessary. For any questions or issues contact vendor support referenced above.*

**Questions**
Questions regarding this Invitation for Bids will be accepted by e-mail only until November 05, 2026 by 4:00 p.m. When submitting questions, please reference IFB #B-4793 in the subject line of your email. Questions shall only be addressed to Zac Felts, Procurement Agent, at ZFelts@auroragov.org

Responses to all questions received prior to the deadline will be posted/answered via addendum on or about November 06, 2026. Any/all addenda will be posted on the Rocky Mountain e-purchasing system under the same location as the original bid and numbered accordingly.

**BIDS SHALL BE PREPARED AND WILL ONLY BE ACCEPTED ON FORMS SUPPLIED BY THE CITY OF AURORA, COLORADO.**

**Bids shall consist of:**

## Uniforms for Aurora Fire and Rescue Department

The City seeks a Contractor to provide uniforms for the Aurora Fire and Rescue Department.

| Tentative Schedule of Activities | Date and Time |
|---|---|
| Bid Published on BidNet Direct | October 27, 2026 |
| Non-Mandatory Pre-Bid Meeting via Microsoft Teams | November 02, 2026 at 11:30 a.m. MT |
| Question Acceptance Deadline | November 05, 2026 by 4:00 p.m. MT |
| Addendum Published on BidNet Direct | November 06, 2026 on or About 4:00p.m. MT |

| | |
|---|---|
| Due Date | November 13, 2026 by 2:00 p.m. MT (Submitted on BidNet) |
| Award Actions Completed (Estimate) | Week of November 23, 2026 |
| Start Date for Work (Estimate) | November 30, 2026 |
| | |
| | |

**Pre-Bid Meeting**

A non-mandatory pre-bid conference will be held online using Microsoft Teams. Interested Contractors who want to attend the meeting can do so by using the following link. The purpose of the pre-bid conference is to aid prospective Contractors in the interpretation of the IFB, Scope of Services, Sample Requirements, Service Agreement, Insurance Requirements, and any other technical and contractual matters. Attendance at the pre-bid conference is not mandatory but recommended.

**Microsoft Teams** Need help?
**Join the meeting now**
Meeting ID: 279 528 112 208 288
Passcode: Wc9q8JU3
**Dial in by phone**
+1 720-388-8447,,153292543# United States, Aurora

**Solicitation Process**

This Invitation for Bid is being solicited under a two-step procurement process.

**Step 1**

Interested Contractors shall submit a PDF Statement of Qualifications (SOQ) addressing the items cited in Section II, Bid Submittal Requirements, and completed Section V - Contractor Acknowledgement (signed). Each contractor shall submit a **separate PDF file** containing **Attachment A - Pricing Sheet.** The priced Bid sheet shall consist solely of the completed Attachment A – Pricing Sheet. The separate pricing sheet must be submitted at the same time as each contractor's Statement of Qualifications

The Statement of Qualifications will be evaluated by City personnel using the evaluation criteria outlined in Section III, Evaluation Criteria to select Contractors who are pre-qualified for further consideration under Step 2 of this IFB process. During step 1, the City at its sole discretion may conduct discussions with Contractors and/or request additional information to aid in the evaluation of submitted Statement of Qualifications. Failure to provide any requested additional information may result in the Contractors response being deemed non-responsive and removed from further consideration for award. Only Contractors deemed pre-qualified by the City's evaluation personnel will advance to Step 2 of the process. City personnel will be the sole judge of Contractor's qualifications and all determinations shall be final.

**Step 2**

Contractors deemed pre-qualified under Step 1 of the process will be notified by email. Pre-qualified Contractors will also be posted on www.bidnetdirect.com followed by the public bid opening via conference call the following business day. Bid pricing WILL NOT be disclosed to the evaluation committee or department/personnel by Purchasing Services until the list of pre-qualified Contractors has been received in writing after department evaluations are completed.

**Number of Awards**

The City intends/prefers to award to a single, qualified Contractor for the required services; however, the City reserves the right to make multiple awards under this IFB.

**Conditions of Award**

It is the intent of the City to award a contract to the lowest pre-qualified responsive, responsible bidder provided the bid has been submitted in accordance with the requirements of the bidding documents, judged to be fair

and reasonable, and does not exceed the appropriated funds available. The City shall be the sole judge of the bidder's qualifications, and whether the bid is in the best interests of the City.

The City may conduct such investigations as the City considers necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the bidders and award in accordance with the bidding documents to the City's satisfaction within the prescribed time. The City may consider, but not be limited to operating costs, maintenance requirements, performance data, Contractor personnel, guarantees of workmanship, and available equipment.

The City shall have the right in its sole discretion to terminate the award with or without cause.

This "Invitation for Bids" shall be incorporated in the award by reference. No other documents, agreements, contracts or addenda will be a part of this bid and/or award, unless authorized through the Office of Purchasing and Contracts.

**Availability of Funds for Next Calendar Year**
Funds are currently not available for the award beyond this current calendar year. Therefore, the City is not obligated under this IFB beyond this current calendar year. This provision is notwithstanding any other provision of the Invitation for Bid addressing or affecting the contract period.

**Licenses**
The successful offeror, 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 execution of the services. The successful Contractor and any subcontractors, if applicable, will be required to obtain an Aurora Business License. The successful offeror shall provide the Aurora Business License number(s) within the first thirty (30) days of contract award.

**Contacts During the Solicitation Process**
Any questions, comments, or other communications shall be directed to the City Contact noted in the section titled Questions on page 1. No other contact shall be made regarding this Invitation for Bids with any other City of Aurora staff, Council Member, Agents, Consultants, etc. during the Invitation for Bids Process. Failure to comply with this requirement may result in the offending Contractor being removed from consideration.

**Contractor Acceptance of the Invitation for Bids**
By submitting a bid in response to this IFB, Contractor accepts all of the conditions described in this IFB, including the Services Agreement and Insurance Requirements and agrees to abide by all final decisions made by the City.

**Special Conditions**
Please refer to "Special Conditions" section for any/all additional terms and conditions relevant to this IFB appropriate to the City's specific requirements and/or application.

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

City of Aurora, Colorado

Zac Felts
Procurement Agent

Section I Scope of Work
Section II Bid Submittal Requirements
Section III Evaluation Criteria
Section IV Vendor Acknowledgement Form
Section V Request for Business Size Status
Section VI Open Records Request
Section VII W-9 Form
Section VIII Sample Service Agreement
Attachment A: Bid Sheet

# SPECIAL CONDITIONS

**PUBLIC USE ONLY**
Awarded vendor(s) shall only provide uniform items to authorized AFR personnel and departmental approved users. **Items shall not be made available to the public to purchase**.

**AWARD INFORMATION:**
The City reserves the right to award multiple awards for this service. The City may award all or part of the garments or products to multiple vendors.
Award will be made to the responsive, responsible bidder(s) whose offer, conforming to this Invitation for Bid, will be most advantageous to the City of Aurora, price and other factors considered.

**DELIVERY REQUIREMENTS:** Delivery is an essential element of this proposal. Vendors shall delivery items to the address below or ship items via UPS or other package delivery method.
Delivery Hours: Deliveries will be accepted at City of Aurora/ Fire Rescue Logistics and Distribution Facility Monday through Friday between the hours of 7:00 a.m. to 2:00 p.m. Unless delivered by package carrier.
The successful vendor(s) failure to meet the delivery schedule, or any other deficiencies that should arise, and given a reasonable length of time to correct said deficiencies, will be cause for termination of the order/contract by issuance of a written notification of cancellation.
The word “delivery” encompasses the actual items totally specified delivered, as appropriate, to include all necessary documentation for acceptance such as invoice, packing list, orders by employee name and warranty as appropriate.

**Delivery to be F.O.B. destination as required by the City to the following location:**
City of Aurora/ Fire Rescue Logistics and Distribution Facility
3250 Oakland St., Unit H
Aurora, CO 80010

**SAMPLE GARMENTS, MATERIALS**
The City reserves the right to examine exact materials to be furnished.

**PRICES**
Prices quoted shall include delivery to the location above; and shall include all appropriate delivery/transportation charges, excluding all non-applicable Federal, State and City taxes. A Tax Exemption Certificate will be furnished upon request. No additional costs such as fuel charges, courier fees, etc. will be accepted.

**PAYMENTS:**
The City’s normal payment procedures are 30 days from approval of a correct invoice and acceptance of shipment. Therefore, the City is not obligated to accept any accelerated payment procedures on the contract that results from this bid. Further, any bidder stipulating accelerated payment procedures as a condition of their proposal will be considered non-responsive, and not considered for award.

**LICENSES**
The successful bidder, without additional expense to the City, shall be responsible for obtaining any necessary licenses and for complying with any applicable federal, state, and municipal laws, codes and regulations in connection with the prosecution of the services. The successful bidder and any subcontractors, if applicable, will be required to obtain an Aurora Business License. The successful bidder shall provide the Aurora Business License number(s) to Cyndi Winner, Procurement Agent, within thirty (30) days of contract award.
THE CITY OF AURORA IS EXEMPT FROM STATE AND FEDERAL TAXES AND WILL EXECUTE THE REQUIRED EXEMPTION CERTIFICATES.

**AWARD**
Award will be made to the responsive, responsible bidder whose offer, conforming to this Invitation for Bid, will be most advantageous to the City of Aurora, price and other factors considered.

**FACTORS OF EVALUATION**
The factors of evaluation for this bid shall be, but not limited to: price, conformance to requirements.

**CRITERIA FOR AWARD**
The City anticipates a single award for all of the requirements in this Invitation for Bid. Further, the City reserves the right to accept the lowest and best bid for the entire requirement deemed in the best interest of the City.

**AVAILABILITY OF FUNDS FOR NEXT CALENDAR YEAR**
Funds are currently not available for the award beyond this current calendar year. Therefore, the City is not obligated under this award beyond this current calendar year. This provision is notwithstanding any other provision of the Invitation for Bid addressing or affecting the contract period.
All decisions to extend the contract are at the option of the City.

**THIRD PARTY AGREEEMENTS**
NOTE: The contractor shall not enter into any transaction that alters the terms and conditions of this contract by assigning, subletting or transferring their obligation to any third party without written consent of the CITY (i.e. “Factoring Agreements” as prescribed by UCC (Uniform Commercial Code) C.R.S. § 4-9-607 (ii).

**QUALITY CONTROL**
Each bidder shall be responsible for performing or having performed all inspections and tests necessary to substantiate that products furnished under the awarded contract conform to contract requirements.

**TERMINATIONS**
(a) Termination for Convenience: The City may terminate the award in whole or in part, without showing cause upon giving written notice to the successful vendor. The City shall pay all reasonable costs incurred by the successful vendor up to the date of termination. The successful vendor will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination.

**Termination for Default:** In the event the successful vendor has not performed or has unsatisfactorily performed under the terms and conditions of the award, payment may be withheld at the discretion of the City. Failure on the part of a successful vendor to fulfill contractual obligations shall be considered just cause for termination of the award and will not be entitled to any costs incurred by the successful vendor up to the date of termination

# Section I
# *PRODUCT REQUIREMENTS AND SPECIFICATIONS*

## Background
Aurora Fire Rescue (AFR) purchases uniforms and related equipment including, but not limited to dress uniforms, long and short sleeve shirts, pants, hats, ties, leather belts, badges and insignia. Uniforms are provided to all civil service employees and uniformed support personnel. Currently AFR provides uniforms to approximately 480 employees annually.

Replacement uniforms are provided to current employees on an as-needed basis. Additionally, uniforms are provided for approximately two (2) recruit classes annually and for new hires in support divisions.

It is the intent of this "Invitation for Bids" to describe the **Uniforms for Aurora Fire and Rescue Department** in sufficient detail to secure bids from qualified suppliers. In addition, this invitation for bids should qualify vendors based on their ability to provide the resources and functions required by AFR. This shall include, but not be limited to, providing all products and services specified in the invitation for bid, a return or exchange policy, account management, and online ordering.

Bids shall be in accordance with the published specifications. Should any interested vendor, sales representative, or manufacturer find any part of the listed specifications, terms and conditions to be incomplete or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the Procurement Agent of such matters immediately upon discovery

## Uniform Specifications
Provided in the spreadsheet below is the type of uniform utilized by the AFR. This spreadsheet includes type, style, color, gender and sizing ranges.

Where applicable, the City has identified brand name or where equivalent substitution of garments and/or products are available.

All items must come to the department ready to wear from vendor(s). This includes name tape, department logos or badges, embroidery, silk-screening, and/or patches.
Patches shall be supplied by the vendor. Artwork will be given to vendor(s) upon award.

## Minimum Stock
The expectation is the successful vendor(s) shall carry sufficient inventory on-site or garment shall be available for direct shipment.

## Placing Orders Online and Account Reporting
Online ordering through an online store is required. All Bids must address the following requirements for placing, tracking, and shipping of orders through a web platform.

• Ability to create a secure website with an online catalog listing only Products ordered by the City and including a picture and full description of each item
• Quick order feature
• Limit order totals by person
• Product availability and real time pricing, inventory, and shipping details
• Order tracking capabilities including proof of delivery
• Ability to edit the list and account information of City personnel authorized to place orders
• Process for returns and exchanges
• Ability to provide an itemized usage report to include but not limited to agency name, product number, product description, unit of measure, quantity, contract unit cost and extended cost
• Ability to sort the history of purchases by product type (i.e. dress uniforms, shoes, accessories, personnel accounts

• Ability to produce on-time and late delivery reports

## Minimum Ordering Requirements

The purchase order that will result from this competitive bid process is established to order items as needed. All vendor(s) providing pricing shall realize that AFR may order in a quantity of one (1) in the unit of measure indicated, if no unit of measure is indicated, ordering will be by “each” and shall NOT be bound to a case or minimum order quantity.

## Packaging Requirements

Orders shall be bagged or packaged by employee name when multiple garments or products are ordered. Each order delivered must have a packing slip enclosed. The packing slip must clearly show the purchase order number, items ordered, unit of measure, contract pricing, items enclosed and identify any items on backorder

## Delivery Considerations

All standard products with 10% stock on hand must be delivered within fourteen (14) business days from the placement of order. The City will accept extended periods of up to four (4) additional weeks for non-standard sizes and specialty items. Items that require the application of the AFR logo, name tapes, and/or American Flags must be delivered within 14 days. The City will accept orders shipped at a minimum of 75% complete. Delivery and freight charges are to be included in the price.

For specific delivery location, day and times SEE Section 1 – Special Conditions

## Customer Service

It is a material requirement of the successful vendor(s) to provide seamless vendor support to the AFR, specifically the Logistics Operations Supervisor or City designee. To achieve the seamless service and support, the successful vendor(s) shall provide a dedicated account manager to oversee the account and handle any and all disputes and problems. In addition, this person will receive/process all orders, inquiries, track the overall account, backorders, payments, etc.

These persons shall be available to meet locally or via conference call, prior to contract commencement and on a quarterly basis (or as requested). All costs associated with providing the necessary customer service and support shall be the responsibility of the successful vendor(s).

These persons must respond to all inquiries within eight (8) working hours.

## Physical Storefront Preference

A successful bidder must have a local storefront within a 100-mile radius from the City (15151 E. Alameda Parkway, Aurora, Colorado 80012) to be eligible to submit pricing to the City. This location should provide the following services: Operate like a store and be suitable for AFR personnel to try on products for sizing purposes and obtain fittings and alterations in a secure, clean and convenient setting.

## Warranty

Vendor(s) shall be fully responsible for any and all warranty work, regardless of whether they are the manufacturer the garments and/or items and provide the actual warranty coverage. Vendor(s) shall respond for requests for warranty assistance within twenty-four (24) hours.

## Emergency Purchases

The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the vendor.

## Consistency

All uniforms supplied throughout the term of the contract shall be consistent in fabric, color, construction, fit, and appearance with the City's approved production sample and applicable specifications . The Contractor shall not substitute materials, manufacturers, fabrics, components, or construction methods without prior written approval from the City.

## Nonconforming Goods

The City reserves the right to inspect all uniforms upon delivery. Products that are defective, damaged, improperly sized, incorrectly embroidered, improperly constructed, or otherwise fail to meet the requirements of this solicitation may be rejected.  The Contractor shall, at no additional cost to the City, promptly replace or correct rejected items.

# Section II
## Bid Submittal Requirements

Each bid shall include, at a minimum, the following information to be considered for qualification. Failure to provide the submittal in this format may result in the bid proposal being deemed non-responsive.

The information provided in your bid submittal requirements will be the basis for evaluating each Contractor's qualifications and ability to perform the required services. Omission of any of the requested information may affect your company's overall evaluation and could result in your bid response being deemed non-responsive. Additionally, the City reserves the right to request financial statements and/or any other information to assist evaluators in determining a potential Contractors responsibility and responsiveness prior to contract award.

1. **Cover Letter** – Include the company name, address, phone number, number of employees and the company contact person's email address.
2. **Project Experience/References** – Provide details, qualifications and experience for **two to three comparable projects** completed within the last five (5) years that are similar in scope. For each project, include:
    - Client's Name
    - Project Description
    - Completion Date
    - Contract Amount
    - Client Contact Information (contact name, phone number, email)
3. **Product Information** – Identify the manufacturer of the proposed goods
4. **Company Background** – Indicate the number of years your firm has been in business.
5. **Former Business Names** – List any other names under which your company has operated.
6. **Performance History** – Disclose any instances in which your firm failed to deliver awarded materials or services within the scheduled timeframe. Provide an explanation and contact name and phone number for each instance.
7. **Signed Contractor Acknowledgement Form**
8. **Completed Bid Sheet** - submitted separately from Statement of Qualifications
9. **Request for Business Size Status Form**
10. **Open Records Request Form**
11. **Company W-9**
12. **Samples:**

    Bidders must submit the following samples no later than **November 12, 2026 at 5:00pm**

1. 1 each - Class B Workrite men's shirt with name and rank tapes applied. The right chest name tape should read "Workrite" and the left chest rank tape should read "Product Sample".
2. 1 each - Class B Women's Flying Cross Long Sleeve shirt with name and rank tapes applies. The right chest name tape should read "Flying Cross" and the left chest rank tape should read "Product Sample".
3. 1 each - AFR Patch
4. 1 each - American Flag Patch
5. 1 each - Elbeco Men's Polo short sleeve shirt with the Maltese cross logo on the left chest and "Elbeco Sample" embroidered on the right chest.
6. 1 each - Spiewak Winter coat Name Velcro with "Spiewak"
7. 1 each - Spiewak Winter Coat Rank Tape with "Sample"
8. 1 each - Baseball Hat with Aurora Fire Rescue Embroidery in Silver
9. 1 each - Baseball Hat with Aurora Fire Rescue Embroidery in Gold
10. 1 each - Gym Shirt with Heat press/screen printing Aurora Fire Rescue on the back and Maltese cross on front left chest.

**Vendors interested in bidding must submit samples and / or proposed equivalent garment to the City by 5:00 p.m. by November 12, 2026. The ship to contact / address for this request is:**

Benjamin Mooney
City of Aurora/ Fire Rescue Logistics and Distribution Facility
3250 Oakland St., Unit H
Aurora, CO 80010

# Section III
# Evaluation Criteria

EVALUATION PROCESS:
The evaluation criteria noted below is the criteria to be used for evaluation of this IFB. The selection committee will recommend to Purchasing Services a pre-qualified list of contractors whose bid will be opened during the second phase.

Submittals will be evaluated based on the completeness and quality of the information provided. Omission of required items may result in disqualification from further consideration. Evaluation factors will include:

| Criteria | Points |
|---|---|
| Sample Quality | 30 |
| Ability to source back-ordered tires from outside vendor supply chain | 20 |
| Ability to respond on-site to road call services within three hours of repair request, weather permitting | 20 |
| Qualifications and experience of key personnel | 20 |
| References and past successful performance | 10 |
| **Total** | **100** |

## Section IV
## Contractor Acknowledgement Form (Binding Offer)

**In submitting this bid, it is understood that the right is reserved by the City of Aurora to reject any and all bids, and to waive any informality in bidding.**

The undersigned, having familiarized themselves with the requirements of Invitation for Bids #B-4793, issued by the City of Aurora, Colorado, hereby proposes to furnish Uniforms for Aurora Fire and Rescue Department to the City of Aurora in accordance with all the requirements of this bid request.

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 themselves and any other interested party.

**Please print or type complete information under each category *with exception of signature of principal*.**
**Signature of Principal must be signed for bid acceptance.**

| **PURCHASE ORDER ADDRESS** | **FIRM NAME** |
|---|---|
| | |
| | **PRINCIPAL'S NAME** |
| | |
| | **SIGNATURE OF PRINCIPAL** |
| | |
| **REMITTANCE ADDRESS IF DIFFERENT THAN ABOVE** | **TITLE** |
| | |
| | **DATE** |
| | |
| | **PHONE** |
| | |
| | **EMAIL** |
| | |
| | **WEBSITE ADDRESS** |
| | |

## Section V
## Request for Business Size Status

**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: 315280

The small business size standard the City of Aurora designates for this award is
375 ☐U.S. dollars ☒ Employees

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

☐ **Large Business**

☐ **Small Business Enterprise**

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

☐ **Minority-owned Contractor**

☐ **Woman-owned Contractor**

☐ **Minority/woman-owned Contractor**

☐ **Veteran**

☐ **Disabled Veteran**

☐ **Other**

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

☐ **Website;**

☐ **Newspaper (please name the paper);**

☐ **Fax;**

☐ **Automatic notice by E-mail;**

☐ **Telephone call from buyer;**

☐**Other (please describe):**_____

## Section VI
## Open Records Request (Optional)

# City of Aurora

Finance/Purchasing &Contracts
15151 E. Alameda Parkway, Ste. 5700
Aurora, Colorado 80012
Phone: 303-739-7100
www.auroragov.org

RE: Request under the Colorado Open Records Act
IFB #B-4793: Uniforms for Aurora Fire and Rescue

Proposals submitted by offerors in response to the City of Aurora's Invitation for Bids B-4793 are subject to the Colorado Open Records Act. Should the City receive a request for the release of any information in the Contractor's proposal in accordance with the open records law, the City will review the Contractor's proposal, giving consideration to the portions that the Contractor 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 and/or proprietary in your proposal pursuant to C.R.S. 24-72-201.

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

_____
Company Name

_____
Name (Print or Type) and Title

_____
Signature

_____
Date

## Section VII
## W-9 Form

NOTE: If you have been awarded a purchase order from the City in the last 3-years, and you have had no change to your business name and/or EIN/TAX ID number, you do not need to provide this form.

Request for taxpayer identification number and certification (W-9 Form) may be found using the following link:

https://www.irs.gov/pub/irs-pdf/fw9.pdf

## Section VIII
## Sample Service Agreement

# SERVICE AGREEMENT

CITY OF AURORA
AURORA, COLORADO

TITLE: _____

FILE NO.: _____

P.O. NO.: _____

*Service Agreement (REV. 10 2024)*

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# A G R E E M E N T

THIS AGREEMENT, made as of the ___ day of ___ in the year 20___ by and between the CITY OF AURORA, hereinafter called the CITY, and _____ 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 _____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 immediately notify the CITY, in writing, at their principal place of business, through the signatory to this contract. If the CITY discovers the damage, the CITY shall immediately notify the CONTRACTOR, in writing, at their principal place of business, through the signatory to this contract. 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 ($0.00). 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.

B. 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 30 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.

## 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

**A.** 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

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

**And**

Manager of Purchasing Services
City of Aurora
Office of Purchasing Services
15151 E. Alameda Parkway, Suite 5700
Aurora, CO 80012

## 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

A. 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.

B. The Contractor's policy will be primary and non-contributory with respect to any and all insurance policies purchased by the City.

## SECTION XI - EXAMINATION OF RECORDS

This clause applies if this contract 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 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.

B. 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.

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 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 – INDEMNIFICATION

A. To the fullest extent permitted by Laws or Regulations, Contractor shall indemnify, defend and hold harmless the City and the City’s Contractor(s), their officers, directors, agents and employees from and against all Claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court proceedings or other alternative dispute resolution costs) arising out of or resulting from the performance of the Work, provided that any such Claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property (other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act, error or omission of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Laws or Regulations and regardless of the negligence of any such person or entity.

B. In any and all Claims against City and City’s Contractor(s), their officers, directors, agents and employees by any employee of Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under the above Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers’ compensation acts, disability benefit acts or other employee benefit acts.

C. 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.

D. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

E. CONTRACTOR represents and warrants that CONTRACTOR 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.

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

**CITY OF AURORA, COLORADO**

By:_____
Signature

_____
Name (Type or Print)

_____
Title

_____
Date

**APPROVED AS TO FORM:**

_____
Assistant City Attorney

_____
Risk Manager

**CONTRACTOR**

By:_____
Signature

_____
Name (Type or Print)

_____
Title

_____
Date

# Attachment 1
# 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 Contractor performing services under this agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Contractor, their employees, subcontractors or representatives, along with the activities of any and all subcontractors retained by the or the activities of anyone employed by any of them, or their representatives or anyone for whose acts they may be liable.

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

Minimum limits:
$1,000,000 each occurrence
$2,000,000 general aggregate
$2,000,000 products and completed operations

**Commercial Automobile Liability Insurance.** The Contractor 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.

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

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

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

**Additional Insured.** The Contractor shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement for the Commercial General Liability, Auto Liability and Excess Liability insurance policies and the certificate of insurance will include this specific language along with a copy of the endorsement.

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

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

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to the particular circumstances giving rise to the contract. **The Contractor'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 Contractor 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 Contractor, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage and including a contractual liability endorsement specifically applicable to the insurable indemnity obligations set forth herein which Professional Liability Insurance shall be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after the completion of any and all of Contractor's Services hereunder. Any retroactive date or prior acts exclusion to which such coverage is subject shall pre-date both the date upon which any services hereunder are commenced and the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) shall be delivered within five (5) days after renewal.