



PURCHASING POLICIES

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OBJECTIVE

The City of Louisville is funded by tax dollars. As such, the City's purchasing policies and procedures have been established to ensure that tax dollars are spent in the most economical way. The City uses competitive means for the purchase of all products and services whenever possible and believes in open, fair competition. The purchasing levels in this policy are subject to periodic review and may be changed with City Council approval based on inflation and other factors.

USE OF POLICY

This policy and the award of bid provisions herein are solely for the fiscal responsibility and benefit of the City of Louisville, and confer no rights, duties or entitlements to any bidders or proposers.

SECTION I – DEFINITIONS

Capital Asset - Property, including durable goods, equipment, buildings, installations, and land valued at \$5,000 or more, and having a useful life greater than one year.

Capital Improvement Projects – Any project to build, alter, repair, maintain or replace necessary public buildings, streets and alleys, public parks and facilities, municipal utilities, sidewalks, highways, parks or public grounds. Capital Improvement Projects are included in the City's five-year capital improvement plan.

Capital Outlay – Expenditures which result in the acquisition of or addition to capital assets (\$5,000 or more).

Competitive Bid Process – Term used to encompass bidding, request for proposals, or request for qualifications when trying to get the best price or contractor for a project, including bidding the project to any and all interested vendors.

Cost of Operations – Expenditures categorized as wages, benefits, supplies or contractual services; non-capital.

Emergency conditions - A situation in which any department's operations may be severely hampered or a situation in which the preservation of life, health, safety or property may be at risk as determined by the Department Director and the City Manager.

Encumbrances – An amount of money committed by purchase order but not yet expended for the purchase of a specific good or service.

Expenditures – Decreases in net financial resources. Expenditures include current operating expenses which require the current or future use of net current assets, debt service, and capital outlays.

Independent Contractor – any person having a contract with the City for specific work as defined in the contract’s scope of work.

Invitation to Bid – A bidding process requesting bids submitted based on specifications for certain work included in the invitation.

Over Budget Expenditures - Expenditures which have exceeded the total amount of budget by line item, department, or fund.

Professional Services – Those services within the scope of the practice of architecture, engineering, professional land surveying, industrial hygiene, legal counsel, financial advisers, accountants/auditors, business consultants, recruiters, lobbyists, and banks.

Purchase Order – A document which authorizes the delivery of specified merchandise or the rendering of services at an authorized cost.

Request for Proposals – An invitation for suppliers, companies, or individuals, through a competitive process, to submit a proposal on a specific commodity or service.

Request for Qualifications – An invitation for suppliers, companies, or individuals to identify and delineate their qualifications for a specific project.

Retainage – A portion or percentage of payments due for work completed on a contract that is held back until the entire job (or some lesser defined portion thereof) is completed satisfactorily.

Services – The furnishing of a contractor’s labor, time or effort not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. The term does not include professional services as previously defined.

Sole Source Purchase – A procurement of goods or services that can only be obtained from a single supplier capable of meeting all specifications and purchase requirements or when it is in the City’s best interests.

Surplus Property – Materials and equipment which are no longer necessary to City operations, are obsolete, or are excessively expensive to maintain.

Unbudgeted expenditures – Expenditures for which no funds have been budgeted.

Written Bid Process – Term used to encompass bidding, request for proposals, or request for qualifications when trying to get the best price or contractor for a project. Does not require publication of notice on the City’s web site if three valid bids can be obtained.

SECTION II – PURCHASING LEVELS

	< \$50.00	\$50.01 - \$2,499.99	\$2,500 - \$9,999.99	\$10,000 - \$24,999.99	\$25,000 - \$99,999.99	\$100,000 & > all purchases
Bid/ Proposals & Forms	Petty Cash Requisition Form	Check Request	1. A minimum of three (3) telephone bids/quotes/proposals 2. Contract as appropriate 3. Purchase Requisition 4. Check Request	1. Written Bid Process with a minimum of three (3) written bids/quotes/proposals 2. Contract as appropriate 3. Purchase Requisition 4. Check Request	1. Competitive Bid Process 2. Contract approved by City Manager Purchase Requisition 3. Check Request 4. City Manager notifies City Council of expenditure approval.	1. Competitive Bid Process 2. Contract approved by the City Council 3. Purchase Requisition 4. Check Request
				City Council approval required if project not in the annual budget.		
Approvals	Manager	Department Director or Designee	Department Director & Finance Director	Department Director, Finance Director, & City Manager	Department Director, Finance Director, & City Manager	Department Director, Finance Director, City Manager & City Council
Amendments & Change Orders			Increases greater than 5% or \$2,500 (excluding any contingency) require additional approval			
Additional Considerations: Any proposed purchase in the following categories shall require City Council approval: - Any request for proposal for consulting services over \$50,000; - Any sole source item over \$50,000; - Any item over \$50,000 that is more than 10% over the approved budget; - Any item with policy implications not previously addressed and resolved by City Council. Further, every City employee responsible for approving any contract—regardless of the dollar amount—shall refer to the City Manager for consideration any contract they believe may have such policy implications.						

- **All bids/quotes/proposals are public information and can be released to the public following bid award. The City may determine to not release trade secrets or other confidential commercial, financial or personal information.**
- **Retain all bids/quotes/proposals for a minimum of three years as required by retention schedule.**
- **One original signed contract must be submitted to Central Files with the completed project file.**

SECTION III – PURCHASE REQUISITIONS

A purchase requisition serves to inform the Finance Department of the needs of the departments, correctly identifies a material or service requested for the department's operations, and identifies the expenditure account number to which the purchase is to be charged.

TYPES OF PURCHASE REQUISITIONS

PETTY CASH REQUISITIONS

The petty cash fund shall be used to pay for small obligations which do not exceed \$50.00. Petty cash requisitions (Appendix A) are submitted to the City's cashier and will be honored only if the requisition is properly completed and bears the appropriate departmental manager approval. Petty cash requisitions will be granted under the following circumstances:

- An employee is requesting a cash advance for expenditures relating to City business (sales receipt must be returned to cashier within one business day);
- An employee is requesting a reimbursement for expenditures relating to City business (sales receipts must be attached to the requisition).

It is the responsibility of the employee using the petty cash fund to obtain the City's tax-exempt number and present it at the time of purchase. Sales tax on purchases will not be reimbursed.

Purchases for less than \$2,500, which are not paid out of petty cash, are processed using a check request form that has been approved by the Department Director (or his designee).

PURCHASE REQUISITIONS

Purchase requisitions shall be used to initiate the purchase of materials or services of \$2,500 or more and for which a purchase order will be issued. Purchase requisitions will be granted under the following circumstances:

- The requesting department shall be responsible for ensuring budget availability, obtaining prices, designating vendors, and preparing purchase requisition far enough in advance of the required date;
- All requisitions must be approved by the Department Director and the Finance Director and, if over \$10,000, approved by the City Manager;
- A purchase order number must be obtained prior to placing orders with vendors.

SECTION IV – PURCHASE ORDERS

A purchase order (P.O.) authorizes a vendor to release goods or services to the City and informs them that funds have been encumbered to pay for the goods or services. A purchase order becomes a binding contract when the order is completed and signed by an authorized representative of the City and the vendor demonstrates his acceptance of the purchase order through the initiation of some action to fill the order.

The Finance Department shall be responsible for the completion and issuance of all purchase orders following the approval of the purchase requisition. The Finance Department shall email the completed purchase order to the requisition initiator.

A standard purchase order is to be used for all purchases of \$2,500 or more excluding the following areas. *Capital improvement projects cannot be exempt.*

EXEMPT ITEMS

- Council Approved Service Contracts;
- Debt Service;
- Ditch Assessment Charges;
- Dues & Subscriptions;
- Education Expenses;
- Grants, Contributions, and Intergovernmental Agreement Obligations;
- Insurance;
- Investment Transactions;
- Land Acquisition;
- Lease Payments;
- Maintenance and Support Licensing Agreements (associated with an approved contract);
- Payroll (checks, taxes, and deductions);
- Professional Services as defined;
- Travel Expenses;
- Utilities

PURCHASE ORDER AMENDMENTS

The Finance Department has the authority to pay an invoice that exceeds the purchase order by less than 5% or \$2,500 (whichever is less).

When the actual expenditure exceeds the purchase order amount by 5% or \$2,500 (whichever is less), a second and complete approval process must be obtained via purchase requisition (for overages of \$2,500 or more) or by manual approval on the check request (for overages of less than \$2,500).

SECTION V – BIDDING

Bidding procedures are used to provide vendors the opportunity to bid, to elicit greater vendor response, to meet City Charter and City Code requirements, to meet Colorado statutory requirements applicable to the City, and to promote competitive prices from vendors for the purchase of capital equipment and other items of significant monetary value. The City Manager and Department Directors reserve the right to call for competitive bids without regard to amount. As used herein, “bidding” shall include requests for bids, requests for proposals, requests for qualifications, and/or statements of qualifications. The responsible Department Director shall determine when bidding procedures shall utilize a request for bids, request for proposals, or request for qualifications, as appropriate.

All purchases of goods or acquisition of services above \$25,000 and all purchases of cars, trucks, and heavy equipment shall require competitive bidding procedures unless otherwise required by the City Charter, City Code or state statute applicable to the City. Exemptions to this policy are bids obtained through the specific processes listed below in “State and Other Allowed Bids” and “Sole Source Purchases.”

TYPES OF BIDS

INFORMAL BIDS/QUOTES/PROPOSALS FOR PROJECTS UNDER \$25,000

All purchases within the financial parameters of \$2,500 to \$24,999 shall require informal bidding procedures.

- For purchases between \$2,500 and \$9,999 the requesting department shall obtain and document a minimum of three (3) verbal quotations. If three (3) quotations are not obtained, valid justification must be provided with the purchase requisition and approved by the Department Director and Finance Director;
- For purchases between \$10,000 and \$24,999 the requesting department shall use a contract and obtain and document a minimum of three (3) written quotations. If three (3) quotations are not obtained, valid justification must be provided and approved by the City Manager;
- Notwithstanding the above requirements, Department Directors or the City Manager may require a competitive bid process for any project regardless of the amount.

STEPS TO COMPLETE AN INFORMAL BID/QUOTE/PROPOSAL: (unless otherwise stated, the responsibility for these steps falls on the requesting department)

- a) Develop specifications/information. Upon finalization of the specifications, prepare any documents required by the informal bid;
- b) Mail a copy of specifications to identified vendors;

- c) Use the RFP process if Department Director determines it appropriate for the project;
- d) Post a copy of specifications/RFP to the City's official website www.LouisvilleCO.gov and send to any other appropriate web sites;
- e) Evaluate the bid/proposal results and determine which bid/proposal serves the City's best interests;
- f) Use the City-approved Contract form (Appendix G);
- g) Initiate a Purchase Requisition;
- h) Submit the Purchase Requisition and quotes to the Finance Department. If the recommended vendor has not submitted the low bid, ensure that there is adequate justification for the higher bid;
- i) The Finance Department issues the Purchase Order.

COMPETITIVE BIDS FOR PROJECTS OVER \$25,000

"Competitive/formal bidding" includes invitations to bid, requests for proposals (RFP), requests for qualifications (RFQ), and statements of qualifications (SOQ).

- All requests for competitive bids shall be published at least two (2) times in a newspaper of general circulation in the City. The last publication shall not be more than twenty (20) days or fewer than fourteen (14) days prior to the date set for the opening of bids. Such notice may also be published in other publications of limited circulation or trade journals. In addition to publication, the formal bid must be posted on the City's web site at www.LouisvilleCO.gov, and may be posted on other web sites.
- Notices, general instructions, conditions and specifications are not required to be published and may be mailed or emailed to identified vendors, and may be posted on the City's web site.

STEPS TO COMPLETE A COMPETITIVE BID: (unless otherwise stated, the responsibility for completing these steps falls on the requesting department)

- a) Develop specifications. Upon finalization of the specifications, determine any special requirements, such as bid, performance and payment bonds; insurance; retainage; and any special requirements the requesting department may need. See bonding and insurance requirements listed below;
- b) Prepare all bid documents required by the formal bid and public notice. All bid documents become public information upon completion of the bid opening, except that the City may determine not to disclose trade secrets or other confidential commercial, financial or personal information. Bid documents shall contain the following information:

- Where the bidder can obtain bid documents;
 - Any costs of bid documents;
 - Bid submittal deadline;
 - Date, time and location of bid openings;
 - Any bond or insurance requirements;
 - Any special requirements;
 - A statement to the effect that the City reserves the right to reject any and all bids, and to accept the bid deemed to be the lowest cost and a reliable and responsible bidder;
 - General conditions;
 - Minimum specifications;
 - Bid proposal form;
 - Delivery date or completion date;
 - Period of bid validity;
 - Bidder/proposer must sign the Prohibition Against Employing Illegal Aliens at the time of submitting the bid and verify that bidder/proposer is lawfully present in the United States, if applicable.
- c) Departments will be responsible for obtaining at least three (3) bids/proposals if available. If three (3) bids/proposals are not obtained, valid justification must be provided and approved by the City Manager;
- d) Conduct the public bid opening per the advertised bid opening date (if required). Any bids received after the specified time will be returned to the bidder. These bids may need to be opened in order to process a return of the bid;
- e) Evaluate the bid results and determine which bid serves the City's best interests. If the recommended vendor has not submitted the low bid, provide justification for the higher bid;
- f) Reports:
- If under \$100,000, prepare a report for the City Manager listing the preferred vendor and justification;
 - If over \$100,000 (or a project that is not in the approved annual budget), advise the City Manager's Office that the item needs to go on the City Council agenda and prepare a City Council item listing the preferred vendor and justification.

- g) Use City Attorney approved contracts and insurance and bond requirements;
- h) Upon the City Manager's/City Council's award of bid, notify all bidders of the results;
- i) Obtain signatures on all contracts;
- j) Complete Purchase Requisition and forward to the Finance Department;
- k) Finance Department issues a Purchase Order;
- l) Notice of final payment and settlement is published by the Department two (2) times in the newspaper for all improvement projects, with the second notice to be published no later than ten (10) days before final payment is made (over \$50,000).

STEPS TO COMPLETE A REQUEST FOR PROPOSAL: (unless otherwise stated, the responsibility for completing these steps falls on the requesting department)

- a) Develop project information, determine any special requirements, such as performance and payment bonds; insurance; retainage; and any special requirements the requesting department may need. See bonding and insurance requirements listed below;
- b) Prepare the request for proposal. All documents become public information upon completion of the proposal opening, except that the City may determine not to disclose trade secrets or other confidential commercial, financial or personal information. Request for Proposals shall contain the following information:
 - Where the bidder can obtain information;
 - Proposal submittal deadline;
 - Date, time and location of RFP openings (only a list of the proposals will be made available until such time as all proposals can be evaluated);
 - Any bond or insurance requirement;
 - Any special requirements;
 - A statement to the effect that the City reserves the right to reject any and all proposals, and to accept the proposal deemed to be the lowest cost and a reliable and responsible proposal;
 - General conditions;
 - Minimum specifications;

- Bid proposal form (if there is one);
 - Delivery date or completion date;
 - Period of bid validity;
 - Bidder/proposer must sign the Prohibition Against Employing Illegal Aliens at the time of submitting the bid and verify that bidder/proposer is lawfully present in the United States, if applicable.
- c) Departments will be responsible for obtaining at least three (3) proposals if available. If three (3) proposals are not obtained, valid justification must be provided and approved by the City Manager.
- d) The RFP may be mailed or emailed to identified vendors and shall be posted on the City's web site (www.LouisvilleCO.gov);
- e) Conduct the public RFP opening per the advertised opening date. Any proposals received after the specified time will be returned to the bidder. These proposals may need to be opened in order to process the return (only a list of the proposals will be made available until such time as all proposals can be evaluated);
- f) Evaluate the proposals and determine which proposal serves the City's best interests. If the recommended vendor has not submitted the low bid, provide justification for the higher bid;
- g) Reports:
- If under \$100,000, prepare a report for the City Manager listing the preferred vendor and justification;
 - If over \$100,000 (or a project that is not in the approved annual budget), advise the City manager's Office that the item needs to go on the City Council agenda and prepare a City Council item listing the preferred vendor and justification.
- h) Use City Attorney approved contracts and insurance and bond requirements;
- i) Upon the City Manager's/City Council's award of bid, notify all bidders of the results;
- j) Obtain signatures on all contracts;
- k) Complete Purchase Requisition and forward to the Finance Department;
- l) Finance Department issues a Purchase Order;

- m) Final payment notices are published by the Department two (2) times in the newspaper for all improvement projects (over \$50,000).

STEPS TO COMPLETE A REQUEST FOR QUALIFICATIONS: (unless otherwise stated, the responsibility for completing these steps falls on the requesting department).

- a) Develop minimum qualifications for project. Upon finalization of the specifications, determine any special requirements the vendor must have. See bonding and insurance requirements listed below;
- b) The RFQ may be mailed or emailed to identified vendors and shall be posted on the City's web site (www.LouisvilleCO.gov);
- c) Prepare the request for qualifications. All documents received in response to the RFQ become public information upon completion of the RFQ, except that the City may determine not to disclose trade secrets or other confidential commercial, financial or personal information;
- d) Once all RFQ's are evaluated and the list of qualified vendors is determined, a bid request or RFP for the specific project can be prepared and the above steps shall be followed with those specific vendors.

BONDING REQUIREMENT

Bonds shall be executed on forms prescribed or approved by the City Manager based on review by the City Attorney, as to form, and State of Colorado law. Normally, bonding should be used only on critical or complex purchasing actions. The City may declare the purchasing of any standard items of commerce and services from standard trades and professions, which are not altered or customized to unique City specifications, to be exempt from bonding requirements.

EXAMPLES OF BONDS

BID BONDS: The bid bond requirement may be satisfied by receipt of a certified bank check or a bid bond. The bid security is submitted as guarantee that the bid will be maintained in full force and effect for a period of thirty (30) calendar days after the opening of bids or as specified in the solicitation documents. If the supplier/contractor fails to provide the bid security with the bid, the bid shall be deemed non-responsive. The bid bond shall be at least 10% of the vendor's bid price if the bid is over \$150,000 and at least 5% of the vendor's bid if under \$150,000.

PERFORMANCE BONDS: A performance bond, satisfactory to the City, may be required for any contract and will be used for all contracts for public buildings,

works or improvements awarded in excess of \$50,000 per state statute. The performance bond shall be in amount equal to one hundred percent (100%) of the price specified in the contract, or any other higher amount determined by the purchasing department to be in the best interest of the City.

PAYMENT BONDS: A payment bond for the protection of all persons supplying labor and material to the contractor or its subcontractors may be required for all contracts awarded in excess of \$50,000. The payment bond shall be in an amount equal to one hundred percent (100%) of the price specified in the contract, or any other higher amount determined by the purchasing department to be in the best interest of the City.

INSURANCE REQUIREMENT

All contractors are required to provide certificates of insurance with the City named as additional insured, for the following insurance coverages and amounts (except as waived by the City Manager):

Comprehensive General Liability

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

Automobile Liability

\$150,000 combined single limit – bodily injury & property damage/per person
\$600,000 combined single limit – bodily injury & property damage/two or more persons in any one occurrence
\$50,000 auto physical damage

Workers' Compensation

Statutory limits

Employers' Liability Insurance

\$100,000/ each accident
\$500,000/ disease - policy limit
\$100,000/ disease - each employee

Professional Liability (for licensed professional services)

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

BIDDER LIST AND BID EVALUATION

A Bidder's List may be established and maintained by individual Departments in an effort to promote competitive bidding from qualified vendors and to establish a source of supplier.

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

- The bidder's ability, capacity and skill to perform within the specified time limits;
- The bidder's experience, reputation, efficiency, judgment, and integrity;
- The quality, availability, and adaptability of the supplies or materials bid;
- Bidder's past performance;
- Sufficiency of bidder's financial resources to fulfill the contract;
- Bidder's ability to provide future maintenance or service;
- Other applicable factors as the City determines necessary or appropriate (such as compatibility with existing facilities, equipment or hardware);
- If a bid other than low bid is recommended, the requesting department must demonstrate how the higher bid serves the best interests of the City.

STATE AND OTHER ALLOWED BIDS

City staff may use State of Colorado bids (solicited through the Bid Information and Distribution System) or bids from the Multiple Assembly of Procurement Officials (MAPO) or the General Services Administration (GSA) to get the benefit of the pricing available through those procurement systems.

These bids are permitted for any supply, equipment, or vehicle purchase on items under \$500,000. These purchases, while exempt from the formal bid process, are subject to the normal approval process.

ANNUAL CONTRACTS

All service contracts must specifically state the term of the contract and the options for renewing the contract (if applicable) beyond the original term. In no case shall any service contract have an indefinite term. Contracts should begin and end within the current fiscal year. It must also be expressly stated in any multi-year service contract—which is any contract with a term extending beyond the current fiscal year—that all financial obligations of the City beyond the current fiscal year are subject to annual appropriation. Standard language for this purpose is as follows: "Contractor acknowledges that any potential expenditure for this Agreement outside the current fiscal year is contingent upon appropriation, budgeting, and availability of specific funds for such proposed expenditure, and nothing in this Agreement constitutes a debt or direct or indirect multiple fiscal year financial obligation of the City."

INTEGRATED PROJECT DELIVERY CONTRACTING PROCESS (DESIGN-BUILD)

The City Council may award an integrated project delivery (“IPD,” sometimes referred to as “design-build”) contract for a City capital improvements project, or other public project as defined in C.R.S. § 31-25-1303, upon a determination by the City Council that IPD represents a timely or cost-effective alternative for the public project. Prior to awarding an IPD contract, the requesting department head, upon consultation with the City Manager, shall solicit proposals for the project by issuing a request for proposals or request for qualifications to individuals or firms that have indicated an interest in participating in the proposed project or that have displayed evidence of expertise in the proposed project. Notice of the initial solicitation for an IPD procurement shall be published at least two (2) times in a newspaper of general circulation in the City. The last publication shall not be more than twenty (20) days or fewer than fourteen (14) days prior to the date set for the opening of bids. The City may also publish notice of the solicitation in a trade journal or post notice on the City’s website. The IPD procurement shall be completed in compliance with the procedures above that are applicable to the selected method of competitive/formal bidding. After reviewing the proposals, the City Council may accept the proposal that, in its estimation, represents the best value to the City. In the procurement and administration of an IPD contract, the City may utilize, without limitation, the provisions and procedures set forth in C.R.S. § 31-25-1301 et seq.

SECTION VI – SOLE SOURCE PURCHASES, LOCAL VENDOR PURCHASES AND ETHICS

SOLE SOURCE PURCHASES

It is the policy of the City of Louisville to recognize and solicit quotes. Sole source purchases may be made if it has been determined that there is only one good or service that can reasonably meet the need and there is only one vendor who can provide the good or service. These purchases should be used if it is in the best interest of the City, and the following procedures shall apply:

PURCHASE IN THE AMOUNT OF \$2,500 TO \$9,999

To request a sole source purchase, prepare a memorandum justifying the sole source purchase and attach it to the purchase requisition.

Finance Department will review the requisition and justification for the sole source purchase. If the sole source justification is approved by the Finance Director, a purchase order will be issued. If the purchase is not approved, two (2) more telephone quotations are required.

PURCHASE IN THE AMOUNT OF \$10,000- \$49,999.00

To request a sole source purchase, prepare a memorandum justifying the sole source purchase and attach it to the purchase requisition.

Bidding procedures may be waived by the City Manager when it has been demonstrated that the requested goods or services are a sole source purchase. If the sole source purchase is not approved, the department shall obtain additional bids or quotes in compliance with this Policy.

PURCHASE IN THE AMOUNT OF \$50,000 OR MORE

To request a sole source purchase, prepare a memorandum justifying the sole source purchase and attach it to the purchase requisition.

Sole Source purchases over \$50,000 require the approval of the City Council.

LOCAL VENDOR PREFERENCE

To encourage purchasing within the City of Louisville, it is the policy of the City of Louisville to recognize and solicit quotes/bids from local vendors. Whenever such local sources exist and are competitive, purchases shall be made from local vendors; however all purchasing ordinances and policies as well as any other City award factors still apply. To be considered within this policy, local vendors must have a current valid business registration or sales tax license on file with the City of Louisville.

As deemed appropriate solely within the discretion of the City, bids may be awarded to local vendors providing the proposal or quote is within 5% or \$1000 (whichever is less) of the lowest bid.

In an event where it may be prohibited as a condition of any grant, or violation of law, the local vendor preference shall not be applied.

ETHICS IN CITY CONTRACTING

The City Code of Ethics, which is set forth in Sections 5-6 through 5-17 of the City Charter, sets forth ethical standards concerning City contracting. These standards apply to City officers, employees and public body members and include, among other standards, that employees not have an interest in a contract with the City, unless certain rules are met. These rules generally require that employees may only be interested in contracts where all procurement rules have been followed and the employee has complied with the City's disclosure and recusal rules. These rules further provide that an employee interested in a contract may not attempt to influence any City employee or decision maker who has influence or decision making power over the contract.

Town officers, employees and public body members involved in the procurement process are required to comply with the Code of Ethics and all laws governing such process.

SECTION VII – PURCHASING DURING EMERGENCY OR DISASTER CONDITIONS

An emergency shall be defined as a situation in which any department's operations may be severely hampered or a situation in which the preservation of life, health, safety or property may be at risk as determined by the Department Director and City Manager. The required purchasing procedures stipulated in the Purchasing Levels Section and other areas of this policy shall be waived for emergency purchases. A summary of all emergency purchases shall be prepared by the Finance Department and submitted for review by Mayor and City Council at the earliest City Council meeting possible.

When the need for an emergency purchase occurs during normal working hours, the user department will request approval from the City Manager or his designee. If approved, the City Manager shall give verbal approval of the transaction followed by electronic approval to the requesting department and to the Finance Department, which may be required to complete the transaction for the requesting department. The user department or Finance Department will note the emergency on the check request form, sales ticket or invoice.

During a partial or full activation of the Emergency Operations Center (EOC) that requires the presence of a Finance Department representative on site, the approval authority as set forth in the Purchasing Levels Section is hereby revised to read as follows:

- Department Director – Approval of emergency purchase up to \$50,000.
- Finance Director – Approval of emergency purchase up to \$100,000.
- City Manager – Approval of emergency purchase over \$100,000.

SECTION VIII – RECEIVING PROCEDURES AND CHECK REQUESTS

RECEIVING PROCEDURES

- It shall be the responsibility of the receiving department/division to ensure that shipped goods are received as ordered and in good condition. Upon receipt of merchandise, check quantity, quality, and any specifications such as model number, etc. to ensure that the goods have been received as indicated on the packing slip and as ordered on the Purchase Order. Receiving documents (Packing Slip or Receipt of Goods Form – Appendix C) must be signed and dated by the employee receiving the goods;
- If the goods are faulty or damaged, notify the vendor and Accounts Payable immediately. If damage is concealed or not noticed at time of delivery, retain all boxes and packing lists and notify vendor immediately;
- All invoices shall be mailed by the vendor directly to the employee who made the purchase;
- It shall be the responsibility of the receiving department/division to inform Accounts Payable of the delivery and acceptance of an order by submitting the receiving documents with the check request for payment.

CHECK REQUESTS

Check request forms (Appendix B) are used to request payment for materials or services. Check requests must adhere to the following:

- Original invoice must be attached;
- All signed and dated receiving documents must be attached;
- All requests must be signed by the department director or an assigned designee;
- P.O. must be referenced if applicable;
- Full or partial payments must be indicated.

Checks will be cut in accordance with the Accounts Payable schedule.

SECTION IX – DISPOSAL OF SURPLUS PROPERTY

The purpose of this policy is to provide guidance regarding the disposal of City assets. The guiding principles are to ensure assets to be disposed of are made available to the public on an equitable basis, to realize the maximum return on investment when disposing of assets, and to ensure that assets are removed timely and accurately from the City's accounting books and records.

POLICY

- The Department Director shall be responsible for the determination of surplus equipment and salvageable items;
- The Operating Department shall be responsible for the disposal of all surplus property, excluding real property;
- All surplus items and obsolete articles shall be disposed of in one of the following manners:
 - a) Transferred to another department;
 - b) Sold to the highest bidder at public auction or via other public offer;
 - c) Trade-in on the same or similar item;
 - d) Recycled;
 - e) Donated to an approved City-sponsored charitable organization;
 - f) Junked or scrapped and properly disposed of in an environmentally responsible manner.

Because one of the guiding principles in disposing of assets is to maximize the return on the investment, the above list presents the methods of disposition in the order most likely to achieve this goal. Therefore use of a method other than transferring to another department or selling in a public forum should be documented and substantiated in the "Comment" section corresponding to the method chosen on the Asset Disposal Form.

Surplus property may not be given to an officer or employee of the City even if the City is disposing of it.

The disposal of evidence is handled by the Police Department under separate rules and regulations. The disposal of City records is handled by the City Clerk's office under separate records retention rules and regulations.

PROCEDURE

- Operating Departments should review assets on an annual basis, to determine if any are surplus or obsolete, based on the following criteria:
 - a) Age and functionality;
 - b) Mileage (vehicles);
 - c) Maintenance history;
 - d) Applicability to current City operations;
 - e) Obsolescence;
 - f) Availability of parts;
 - g) Availability of support (intangible assets such as software).
- Department Director reviews and approves assets identified for disposal;
- Operating Department determines disposal method that realizes the best available net value and is conducted in a manner open and accountable to the public;
- Within 30 days of disposing the asset, the responsible department completes an Asset Disposal Form (Appendix D). The Form must include the Department Director's signature indicating approval of the disposition as well as the method of disposal;
- Operating Department forwards the Asset Disposal Form to the Finance Department.

SECTION X – PURCHASING CARD PROGRAM

The purpose of the Purchasing Card Program is to streamline and simplify the requisitioning, purchasing and payment process for small dollar transactions. The Program is designed to shorten the approval process and reduce the paperwork of procurement procedures such as purchase orders, petty cash, check requests and expense reimbursements. The goal of the Program is to:

- Reduce the cost of processing small dollar purchases;
- Receive faster delivery of required merchandise;
- Simplify the payment process.

CARD ISSUANCE

The requesting employee's manager sends an email to the Program Administrator authorizing the issuance of a purchasing card. Upon receipt of the card, the Program Administrator reviews the card Guidelines (Appendix H) with the employee. The cardholder agrees to adhere to the Guidelines by signing the Purchasing Card User Agreement. The User Agreement is filed in the employee's personnel file. The cardholder is the only person entitled to use the card and the card is not to be used for personal use. Use of the card for personal use or any unauthorized use may result in discipline up to and including termination.

LIMITATIONS AND RESTRICTIONS

A credit limit is set on each card. There also is a single transaction limit placed on the card, which means the card will be declined if the cardholder attempts to purchase more than this set amount at one time. A purchase may not be split to avoid the single transaction limit. The card may not be used for purchases requiring a purchase requisition and purchase order.

The Purchasing Card Program also allows for Merchant Category blocking. The only Merchant Category that is blocked is "Other" which includes gambling, casinos, bowling alleys and some other entertainment. If the cardholder attempts to use the card at such a merchant, the purchase will be declined.

All requests for changes in limitations and restrictions must be made through the cardholder's manager to the Purchasing Card Administrator.

LOST OR STOLEN CARDS

The Purchasing Card should be kept in a secure location accessible only to the cardholder. **If the Purchasing Card is lost or stolen, notify the Program Administrator immediately at 303-335-4507 or the bank at 800-819-4249 during non-business hours.**

RECONCILEMENT AND PAYMENT

All transactions processed during the month will be included on a monthly statement of account for each cardholder. Monthly statements will be distributed by the Program Administrator to each department. Cardholders are responsible for reviewing the monthly statement for accuracy, providing a brief description and account number, and attaching a receipt for each transaction on the statement. The statement must be approved by the cardholder's departmental manager and submitted (with receipts) to the Program Administrator within 5 business days. The Program Administrator will audit the receipts with the statement and initiate payment.

DISPUTED OR FRAUDULENT CHARGES

If there is a discrepancy between the employee's records and the statement, the issue shall be addressed immediately. Depending on the type of discrepancy, the cardholder will need to contact either the merchant or the Program Administrator to resolve the disputed transaction.

If the cardholder believes the merchant has charged the account incorrectly or there is an outstanding quality or service issue, the first contact shall be with the merchant to try to resolve the error or problem. If the matter is resolved directly with the merchant, and the error involved an overcharge, a credit adjustment should be requested to appear on the next statement.

If the merchant disagrees that an adjustment is necessary, the cardholder should immediately contact the Program Administrator who will work with the Purchasing Card provider to resolve the dispute.

Any fraudulent charge, i.e., a charge appearing that was not authorized, must be reported immediately to the Program Administrator. Prompt reporting of any such charge will help to prevent the City from being held responsible.

SALES AND USE TAX

The City of Louisville is tax exempt. The sales tax exemption number is printed on the front of the card. If an employee happens to pay tax on a purchase, that employee will be responsible to have the sales tax reversed or reimburse the City of Louisville for the taxes paid. Under very limited, specific circumstances this policy may be waived by the Finance Director.

LOSS OF PRIVILEGES

Failure to comply with the requirements of the Purchasing Card Guidelines may result in immediate revocation of the Purchasing Card privileges. Privileges can be restored **one time only** after a six-month waiting period following the loss of privileges. The restoration of privileges must be requested by the department director and will require a new Purchasing Card User Agreement. Any subsequent loss of privileges will be

permanent. The loss of purchasing card privileges shall be documented in the employee's personnel file.

SECTION XI – PURCHASING RULES FOR SPECIFIC EQUIPMENT

HARDWARE AND SOFTWARE

All hardware, software, and online services purchases must be reviewed and approved by the IT Division. Purchases will not be approved if the equipment is not compatible with the City's network or if the purchase requires the IT Division to acquire additional server space.

As part of the IT Division's review, the IT Division shall determine whether a software purchase requires use of the City's standard Data Protection Addendum (attached hereto as Appendix I). If the IT Division determines the software purchase requires use of the City's standard Data Protection Addendum, the Addendum must be attached to the appropriate City contract (e.g., Independent Contractor or Professional Services) and reviewed by the City Attorney's office.

The IT Division determines the replacement schedule for all workstations and servers.

Servers and workstations only are paid for by the Technology Replacement Fund. All other computers and technology shall be purchased by departments out of their individual budgets.

COPIERS

Copiers must be kept for a minimum of four (4) years before they may be replaced.

SECTION XII – APPENDICES

- APPENDIX A – Petty Cash Requisition Form
- APPENDIX B – Check Request Form
- APPENDIX C – Receipt of Goods Form
- APPENDIX D – Asset Disposal Form
- APPENDIX E – Sample Request for Proposals
- APPENDIX F – Sample Request for Qualifications
- APPENDIX G – Sample Independent Contractor Agreement
- APPENDIX H – Purchasing Card Guidelines
- APPENDIX I – Sample Data Protection Addendum

APPENDIX A: PETTY CASH REQUISITION

Petty Cash Requisition

_____ Cash Advance

_____ Purchase/Reimbursement

Date _____

Petty Cash Paid To: _____

Description: _____

Account #: _____ Amount: \$ _____

Requested by: _____

Department Approval: _____ Finance Approval: _____

APPENDIX B: CHECK REQUEST FORM

Check Request Form



Submitted By:
 Department Name
 Requestor's Name
 Vendor #
 Vendor Name:
 Vendor Address:
 Vendor Contact:
 Vendor Phone: Vendor Fax:

PO#

Check One:
☐ New Vendor - Will Use Again
☐ New Vendor - One-time Use Only

And Check If:
☐ Capital Project (Need 2 Copies of Paperwork)

Check Request Requirements:
 -If PO is associated with request, must include PO#
 -If this is a capital item, 2 copies of Invoice and Backup are required
 -Request must be signed by Dept. Director and Finance

Date Requested

☐ Full Payment / Close PO ☐ Partial Payment / Leave PO Open
☐ Handtype Requested

Return Check To:

Approvals:
 Department Director or Designee
 Finance Director or Designee
 City Manager or Designee

Invoice #	Invoice Date	Description	PO Line #	G/L Account #	Invoice Amount

If you have any questions concerning this request, please contact:
 Accounts Payable 303-335-4507
 Thank you!

Total \$0.00

APPENDIX C: RECEIPT OF GOODS FORM



RECEIPT OF GOODS

DATE: _____ DEPARTMENT: _____

SIGNATURE OF RECEIVER _____

The following merchandise has been received in good condition:

PURCHASE ORDER # (if known)	QUANTITY ORDERED	QUANTITY RECEIVED	VENDOR NAME	BRIEF DESCRIPTION OF GOODS

**NOTE: USE THIS FORM ONLY WHEN NO PACKING SLIP
ACCOMPANIES THE DELIVERED GOODS – SOUND AUDIT
PRACTICES REQUIRE ORIGINAL DOCUMENTS WHEN AVAILABLE**

PLEASE FORWARD COMPLETED DOCUMENT ALONG WITH CHECK REQUEST
AND ORIGINAL INVOICE TO ACCOUNTS PAYABLE.

APPENDIX D: ASSET DISPOSAL FORM



	<u>Asset Disposal Form</u>	<u>Disposal Date:</u>	
Description			
Manufacturer		Model	
Location		Year	
Asset Number		Serial Number	

Type of Disposition	Comments
Transferred ☐	From: To:
Sold* ☐	
Traded* ☐	
Recycled* ☐	
Junked ☐	
Lost/Stolen ☐	
Other ☐	

*Include amount of proceeds in "Comments"

Name: _____ Title: _____

Department: _____ Phone: _____

Department Director: _____ Date: _____

Other Comments

Finance Use Only:	Fixed Asset Y/N	Asset Number _____
Cost _____	Accum Depr _____	Fund _____
Date ADG Updated _____	Date Sale Recorded in GL _____	
Date Asset Removal Recorded in GL _____	By _____	

APPENDIX E: SAMPLE REQUEST FOR PROPOSALS

REQUEST FOR PROPOSALS FOR

The City of Louisville is accepting proposals from qualified contractors ("contractor") to _____ . Please review the following pages for complete information on the request for proposal process.

Timeline of Activities and Proposal Format

- Four (4) copies of each proposal shall be submitted per the RFP and one copy in MS Word or PDF on a CD.
- The City of Louisville will receive proposals in response to this RFP until _____, "our clock" on _____. Proposals received after that time will not be reviewed. Proposals must be in a sealed envelope plainly marked with the project name " _____ ", and shall be addressed as follows:

City of Louisville
749 Main Street
Louisville CO 80027

- Interviews of applicants selected by City for interview – beginning the week of _____.
- Anticipate final selection approximately _____.
- Contract signed by City Council approximately _____.

REQUEST FOR PROPOSALS FOR _____

Section 1. Summary of Request

Purpose – The City of Louisville is accepting proposals from qualified contractors to _____ as defined in the scope of work.

Questions regarding the proposal can be directed to:

NAME City of Louisville 749 Main Street Louisville CO 80027	303.335.4_____ _____.@LouisvilleCO.gov
--	---

Section 2. Scope of Work

The Scope of Work shall include but is not limited to the following:

ADD SPECIFICATIONS

Section 3. Standard Terms and Conditions

When preparing a proposal for submission in response to this RFP, contractors should be aware of the following terms and conditions which have been established by the City of Louisville:

- This request for proposals is not an offer to contract. The provisions in this RFP and any purchasing policies or procedures of the City are solely for the fiscal responsibility of the City, and confer no rights, duties or entitlements to any party submitting proposals. The City of Louisville reserves the right to reject any and all proposals, to consider alternatives, to waive any informalities and irregularities, to abandon the project and this RFP at any time, and to re-solicit proposals.
- The City of Louisville reserves the right to conduct such investigations of and discussions with those who have submitted proposals or other entities as they deem necessary or appropriate to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.
- The successful proposer shall be required to sign a contract with the City in a form provided by and acceptable to the City. The contractor shall be an independent contractor of the City.

- The City of Louisville assumes no responsibility for payment of any expenses incurred by any proponent as part of the RFP process.
- The following criteria will be used to evaluate all proposals:
 - The contractor's interest in the services which are the subject of this RFP, as well as their understanding of the scope of such services and the specific requirements of the City of Louisville.
 - The reputation, experience, and efficiency of the contractor.
 - The ability of the contractor to provide quality services within time and funding constraints.
 - The general organization of the proposal: Special consideration will be given to submittals which are appropriate, address the goals; and provide in a clear and concise format the requested information.
 - Other selection factors within this RFP or the City's purchasing policies, or that City determines are relevant to consideration of the best interests of the City.
- All responses to this RFP become the property of the City upon receipt and regardless of selection or rejection, and will not be returned, except that the City may return late responses submitted after the response deadline. Any trade secrets or confidential commercial or financial information submitted with any response is subject to potential disclosure, and submitting it constitutes proposer's waiver of any recourse against the City in respect to disclosure and proposer's agreement to indemnify the City for any costs, legal fees or expenses incurred in relation to any proceeding concerning disclosure of such information. Any trade secrets or confidential commercial or financial information submitted with a response shall be clearly segregated and marked; provided; however, that neither cost information nor the total RFP will be considered proprietary. The City will notify the vendor of any request for disclosure of information so segregated and marked that may be subject to nondisclosure, and it will be the responsibility of the vendor to object and to pursue any legal actions pursuant to Colorado law. A vendor shall notify the City within 24 hours of notification by City of request for disclosure of the vendor's objections to disclosure and the vendor's intent to pursue lawful protection under Colorado law.

Section 4. Required Submittals

- Provide the name, address, and email address of contractor. If an entity, provide the legal name of the entity and the names of the entity's principal(s) who is proposed to provide the services.
- Provide a review of your qualifications and briefly explain how you plan to complete the required tasks.

- Provide references for your work.
- Provide the completed pre-contract certification and return with your proposal.

Thank you, we look forward to reviewing your proposal.

City of Louisville Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, City may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City.

Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer:

By _____

Title: _____

Date

APPENDIX F: SAMPLE REQUEST FOR QUALIFICATIONS



Request for Qualifications (RFQ)

**Issued
DATE**

DEPARTMENT
749 Main Street
Louisville, CO 80027
(303) 335-4505

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SCHEDULE OF EVENTS

Event	Date(s)
Request for Qualifications (RFQ) Released	DATE
Deadline for Requesting RFQ Clarification	DATE
Response to Requests for RFQ Clarification	DATE
Responses to RFQ due by TIME	DATE
Qualified Vendors Selected.....	DATE
Request for Proposals (RFP) Distributed to Qualified Vendors	DATE
Qualified Vendors Response to RFP due by 4:00 p.m. MST	DATE
Product Demonstrations	DATE
Negotiation & Clarification	DATE
Approval of Contract	DATE
Begin Implementation	DATE

The City of Louisville reserves the right to modify this schedule at its sole discretion if it deems necessary.

INTRODUCTION & BACKGROUND

The City of Louisville, Colorado, hereinafter referred to as the City, seeks to prequalify firms to provide _____.

Add any other necessary and relevant information.

GENERAL INFORMATION & REQUIREMENTS

The first step in the City's Request for Proposal (RFP) process is this RFQ, which seeks to obtain information in order to prequalify vendors for participation and consideration in subsequent steps of the RFP. In order to be considered for prequalification, the respondent to this RFQ must be the provider of _____.

From the issuance date of this RFQ until a vendor(s) is selected and the selection is announced, vendors are not allowed to communicate with any City of Louisville staff or officials regarding this procurement, except at the direction of Malcolm Fleming, City Manager or _____, _____, the designated representatives of the City of Louisville. Any unauthorized contact may disqualify the vendor from further consideration.

Receipt of Proposals and Public Inspection

Upon receipt of qualifications, all marked trade secrets and company financial information will be removed from the responses and provided only to the evaluation committee members or persons participating in the contracting process. All remaining qualification materials will be available for public inspection after the final award process.

Claims to Keep Information Confidential

All responses to this RFQ become the property of the City upon receipt and regardless of selection or rejection, and will not be returned, except that the City may return late responses submitted after the response deadline. Any trade secrets or confidential commercial or financial information submitted with any response is subject to potential disclosure, and submitting it constitutes proposer's waiver of any recourse against the City in respect to disclosure and proposer's agreement to indemnify the City for any costs, legal fees or expenses incurred in relation to any proceeding concerning disclosure of such information. Any trade secrets or confidential commercial or financial information submitted with a response shall be clearly segregated and marked; provided; however, that neither cost information nor the total RFP will be considered proprietary. The City will notify the vendor of any request for disclosure of information so segregated and marked that may be subject to nondisclosure, and it will be the responsibility of the vendor to object and to pursue any legal actions pursuant to Colorado law. A vendor shall notify the City within 24 hours of notification by City of request for disclosure of the vendor's objections to disclosure and the vendor's intent to pursue lawful protection under Colorado law.

Initial Classification

All qualifications will be initially classified as being responsive or non-responsive based upon the requirements in Section 3.2. If a response is found to be non-responsive, it will not be considered further.

Evaluation

All responsive qualifications will be evaluated based on stated evaluation criteria. Submitted qualifications must be complete at the time of submission and may not include

references to information located elsewhere, such as Internet websites or libraries, unless specifically requested in the City's RFQ document.

Discussion/Negotiation

Although vendors may be prequalified without discussion, the City may initiate discussions with one or more Vendors should clarification be necessary. Vendors should be prepared to send qualified personnel to Louisville, to discuss technical and contractual aspects of their proposal.

Prequalification

Prequalification will be made to the vendors whose responsive qualifications are determined to best meet the evaluation criteria and therefore the most advantageous to the City. The City may prequalify as many software vendors as it feels serves its best interest.

Late Submissions

Regardless of cause, late qualifications will not be accepted and will automatically be disqualified from further consideration. It shall be the vendor's sole risk to assure delivery at the designated office by the designated time. Late qualifications will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

Preparing a Response

This RFQ contains the instructions governing the qualifications to be submitted and a description of the mandatory requirements. To be eligible for consideration, a vendor must meet the intent of all mandatory requirements. Compliance with the intent of all requirements will be determined by the City's evaluation committee. Responses that do not meet the full intent of all requirements listed in this RFQ may be subject to point reductions during the evaluation process or may be deemed non-responsive.

Vendors shall promptly notify the City of any ambiguity, inconsistency or error, which they may discover upon examination of this RFQ.

Vendors requiring clarification or interpretation of any section or sections contained in this RFQ shall make a written request to the City by the deadline. All written correspondence must be addressed to:

City of Louisville

_____ **RFQ**

**749 Main Street
Louisville, CO 80027
EMAIL ADDRESS**

Each Vendor submitting written questions must clearly address each question by reference to a specific section, page, and item of this RFQ. **A written answer will be provided to all questions received by TIME AND DATE.** Written questions received after the deadline may not be considered.

Any interpretation, correction, or change to this RFQ will be made by written addendum by _____. Interpretations, corrections, or changes to this RFQ made in any other

manner will not be binding and vendors shall not rely upon such interpretations, corrections, or changes.

Vendors must organize qualifications into sections following the format of this RFQ.

If no exception, explanation, or clarification is required in the vendor's response to a specific subsection, the vendor shall indicate so in the point-by-point response with the following:

“(Vendor’s Name)”, understands and will comply.

Points may be subtracted for non-compliance with specified qualification format requests. The City may also choose to not evaluate, may deem non-responsive, or may disqualify from further consideration any qualifications that do not follow this RFQ format, are difficult to understand, are difficult to read, or are missing any requested information.

A vendor responding to a question with a response similar to, “Refer to our literature...” or “Please see [www.....com](#)” may be deemed non-responsive or receive point deductions. All materials related to a response must be submitted to the City in the RFQ response and not just referenced. Any references in an answer to another location in the RFQ materials shall have specific page numbers and sections stated in the reference. Each question is scored independently of one another and the scoring is based solely on the information provided in the response to the specific question.

Submitting Qualifications

Vendors must submit one (1) original and four (4) copies to:

City of Louisville
_____ RFQ
749 Main Street
Louisville, CO 80027

Qualifications must be received at the City of Louisville prior to TIME AND DATE. Qualifications received after this time will not be accepted for consideration. Facsimile submissions are not acceptable.

Each Vendor who submits qualifications represents that:

- The qualifications are based upon an understanding of the specifications and requirements described in this RFQ.
- Costs for developing and delivering responses to this RFQ and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the vendor. The City is not liable for any expense incurred by the vendor in the preparation and presentation of their qualifications.
- All materials submitted in response to this RFQ become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and the vendor resulting from this RFP process.
- An individual authorized to legally bind the business submitting the qualifications must sign the qualifications in ink.

Rights Reserved

While the City has every intention to award a contract as a result of the RFP, issuance of the RFP in no way constitutes a commitment by the City to award a contract. Upon a determination such actions would be in its best interests, the City in its sole discretion reserves the right to:

- waive any formality;
- cancel, terminate or abandon this RFQ or the RFP;
- reject any or all qualifications received in response to this document;
- waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any qualifications;
- not award, or if awarded, terminate any contract if the City determines adequate funds are not available.

Vendor Interview / Product Demonstration

After receipt of all qualifications and prior to the release of the next step in the RFP process, respondents may be required to make an oral presentation and product demonstration at the City Hall in Louisville, Colorado, to clarify their response or to further define their qualifications. Oral presentations and product demonstrations, if requested, shall be at the vendor's expense.

Contract Provisions and Terms

This RFQ and any addenda, the vendor's response including any amendments, any clarification question responses, and any negotiations shall be included in any resulting contract.

PROJECT SCOPE

ADD SPECIFICATIONS

VENDOR QUALIFICATIONS

The City may make such investigations as deemed necessary to determine the ability of the Vendor to supply the products and perform the services specified. The City reserves the right to reject any qualifications if the evidence submitted by, or investigation of, the vendor fails to satisfy the City that the vendor is properly qualified to carry out the obligations of the project.

ADD SPECIFICATIONS

EVALUATION CRITERIA

Evaluation Procedure

The evaluation committee will separate proposals into "responsive" and "non-responsive" proposals. Non-responsive proposals will be eliminated from further consideration. The evaluation committee will then evaluate the remaining proposals and determine which vendors prequalify. Only prequalified vendors will be allowed to participate in subsequent steps of this RFP process.

Evaluation Criteria

The evaluation committee will review and evaluate the qualifications received according to the following criteria:

- Quality and relevance of references;
- Proven ability to deliver products in the scope of project;
- Financial stability;
- Training;
- Support;
- Other criteria within this RFQ or the City's purchasing policies, or that the City determines are relevant to consideration of the best interests of the City.

APPENDIX G: SAMPLE INDEPENDENT CONTRACTOR AGREEMENT

**INDEPENDENT CONTRACTOR AGREEMENT
BY AND BETWEEN THE CITY OF LOUISVILLE
AND _____
FOR _____ SERVICES**

1.0 PARTIES

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 20__ (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and _____, [Name of Contractor] a _____ [State of Formation and Type of Entity], hereinafter referred to as the "Contractor".

2.0 RECITALS AND PURPOSE

- 2.1 The City desires to engage the Contractor for the purpose of providing _____ services as further set forth in the Contractor's Scope of Services (which services are hereinafter referred to as the "Services").
- 2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City.

4.0 COMPENSATION

- 4.1 The City shall pay the Contractor for Services under this Agreement a total not to exceed the amounts set forth in Exhibit "A" attached hereto and incorporated herein by this reference. For Services compensated at hourly or per unit rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit A. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any Services which exceeds the amount payable under the terms of this Agreement.

- 4.2 The Contractor shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Contractor shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The City designates _____ as the responsible City staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by _____ and such person's designees.
- 5.2 The Contractor designates _____ as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly _____, and such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to _____, 20____, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence on [(the Effective Date) or (on another date desired by the City, after the Effective Date)] and Contractor shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

- 7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient

amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of Services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- 7.1.2 General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$400,000 per person in any one occurrence and \$1,000,000 for two or more persons in any one occurrence, and auto property damage insurance of at least \$50,000 per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Contractor providing services to the City of Louisville under this contract.
- 7.2 The Contractor's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

- 7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the City or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

9.0 QUALITY OF WORK

Contractor's Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the City.

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of the City, and that:

- 10.1. CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSE RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.**
- 10.2. CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY.**

- 10.3.** Contractor does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 10.4.** Contractor has and retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.
- 10.5.** The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.
- 10.6.** Neither the Contractor nor any of its officers or employees will receive benefits of any type from the City.
- 10.7.** Contractor represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.
- 10.8.** All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
- 10.9.** Contractor will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

11.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

- 13.1** This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

- 13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the Services rendered to the date of termination, not to exceed a pro-rated daily rate, for the Services rendered to the date of termination, and upon such payment, all obligations of the City to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys' fees and court costs.
- 16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the courts of Boulder County or the federal district court for the District of Colorado, and in no other court. [If out of state contractor: Contractor hereby waives its right to challenge the personal jurisdiction of the courts of Boulder County and the federal district court for the District of Colorado over it.] Colorado law shall apply to the construction and enforcement of this Agreement.

17.0 COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED

- 17.1 Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.
- 17.2 Exhibit B, the “City of Louisville Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens”, is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Contractor’s Pre-Contract Certification which Contractor has executed and delivered to the City prior to Contractor’s execution of this Agreement. The City is constrained by a Colorado statute, C.R.S. § 8-17.5-101, *et seq.*, requiring the City to use the term “illegal alien” in City contracts. In the spirit of the Parties’ contractual relationship and the Services to be provided by Consultant under this Agreement, the Parties acknowledge the term “illegal alien” is outdated, brands humans—as opposed to actions—as illegal, and may have an isolating, disorienting, dehumanizing, and denigrating effect on immigrants.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by email transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville

Attn: _____

749 Main Street

Louisville, CO 80027

e-mail: _____

If to the Contractor:

Except for notices by email transmission, any notice required or permitted under this Agreement shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail. Notices by email transmission shall be effective on transmission, so long as no

message of error or non-receipt is received by the party giving notice. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

- a) Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- b) Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Contractor may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Contractor will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

23.0 AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year first above written.

CITY OF LOUISVILLE

By: _____
Mayor

Attest: _____
City Clerk

CONTRACTOR:

By: _____
Title: _____

Exhibit A – Scope of Services

[See Following Page(s)]

Exhibit B

City of Louisville Public Services Contract Addendum Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

- c. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- d. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, City may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City.

Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer:

By _____

Title: _____

Date

Preparation Checklist for Completion of Sample Independent Contractor Agreement

NOTE: This Checklist Page is for the City's internal use only and should not be included as part of the final contract

Title Block:

- Insert Contactor Name
- Insert Type of Services

First Paragraph:

- Insert Contractor Name
- Insert Effective Date
- If Contractor is an entity, insert state of organization and entity type

Section 5:

- Insert name of City project manager in two places in Section 5.1
- Insert name of Contractor project manager in two places in Section 5.2

Section 6:

- Insert dates for term of Agreement; the commencement date generally should not be prior to the date the City intends to sign the Agreement

Section 16.2:

- Remove brackets or remove language depending on whether Contractor is an in state or out-of-state contractor

Section 19:

- Insert contact information for Contractor

Signature Page:

- Complete signature block for Contactor
- Get the contractor to sign first before getting the signature of the Mayor or City Manager

Exhibit A:

- Add the Scope of Services; ensure the Scope of Services accurately, clearly and specifically lists all of the work to be completed by the Contractor.
- Ensure Exhibit A includes timeframes for completion of the Services. If the

Services include several tasks with several completion deadlines, ensure all deadlines are included in Exhibit A.

- Ensure Exhibit A includes the not-to-exceed contract price; also, if the Services are compensated on an hourly, per-task or per-unit basis, ensure Exhibit A sets for the agreed upon rates, task or unit pricing.

APPENDIX H: PURCHASING CARD GUIDELINES

PURCHASING CARD GUIDELINES

Welcome to the City of Louisville Purchasing Card Program. The purchasing card is a credit card based system used to procure low value items and services.

PURPOSE

The purpose of the Purchasing Card Program is to streamline and simplify the requisitioning, purchasing and payment process for small dollar transactions. The program is designed to shorten the approval process and reduce the paperwork of procurement procedures such as purchase orders, petty cash, check requests and expense reimbursements. The goal of the program is to:

- Reduce the cost of processing small dollar purchases;
- Receive faster delivery of required merchandise;
- Simplify the payment process.

The Purchasing Card Program is intended for travel, maintenance, repair, operating and other low value purchases needed during the course of business.

Program Administrator:

Diane Kreager
(303) 335-4507

What limitations and restrictions are on the card?

The program is set up with the following limitations:

- Dollar limit per transaction
- Dollar limit per month
- Merchant Category – Other

The following restrictions apply to the purchasing card:

- May not be used to purchase items requiring a requisition and purchase order
- May not split or spread charges over multiple cards to avoid the single purchase transaction limit

For whom can a cardholder make purchases?

The cardholder can make City of Louisville business related purchases for any employee who reports to the same department or division.

Is personal use of the purchasing card allowed?

Use of the purchasing card for personal purchases is prohibited. Any purchases that are inadvertently used for a personal purchase must be reimbursed to the City. Personal use of the card may result in loss of privileges or other disciplinary action including termination of employment.

Can the card be shared?

The only person entitled to use a purchasing card is the person whose name appears on the face of the card. Do not lend the purchasing card to another person for use. Only the cardholder can sign for card transactions. Use by anyone other than the cardholder is prohibited.

Which suppliers may I use?

The purchasing card is a Master Card product. Any supplier or merchant who accepts Master Card can accept the purchasing card.

What are the guidelines for sales tax?

The City of Louisville is tax exempt. The sales tax exemption number is printed on the front of the card. When making a purchase, please tell the merchant that we do not pay sales tax.

What about receipts for memberships, dues and subscriptions?

For purchases in which a receipt is not normally given, use a copy of the completed application or order form as the receipt. It should clearly indicate payment was made using the purchasing card.

How are charges paid?

All transactions processed during the month will be included on a monthly statement of account for each cardholder. Monthly statements will be distributed by the Program Administrator to each department. Cardholders are responsible for reviewing the statement for accuracy, providing a brief description and account number, and attaching a receipt for each transaction on the statement. The statement must be approved by the cardholder's departmental manager and submitted (with receipts) to the Program Administrator within 5 business days. The Program Administrator will audit the receipts with the statement and initiate payment.

What if there is an incorrect charge?

Any charge that was not authorized must be reported immediately to the Program Administrator.

If there is an incorrect charge or an outstanding quality or service issue, first contact the merchant to try to resolve the error or problem. If the error involved an overcharge, a credit adjustment should be requested to appear on the next statement.

If an agreement cannot be reached with the merchant, contact the Program Administrator.

What if a receipt is lost?

If a receipt is lost, contact the vendor for a duplicate. If the vendor is unable to supply a duplicate, the cardholder is to attach a written statement describing the transaction in detail and submit it with the other receipts. This statement will need a supervisor or manager's signature to process. If the cardholder is unavailable to verify the purchase, the supervisor may sign for the cardholder.

Can it be used for telephone orders?

Orders may be made by telephone with an itemized receipt requested from the merchant. If an itemized receipt is unavailable, the cardholder is to attach a written statement describing the transaction in detail and submit it with the other receipts.

What if the purchasing card is lost?

The purchasing card should be kept in a secure location. It needs to be accessible only to the cardholder. **If the purchasing card is lost or stolen, notify the Program Administrator immediately at 303-335-4507 or the Bank at 800-819-4249 during non-business hours.**

What if the cardholder leaves the City?

The cardholder must return the purchasing card to the Program Administrator in the Finance Department. The Program Administrator will cancel the card.

How are purchases returned?

If an item needs to be returned, follow the merchant's return policy. Contact the Program Administrator if a copy of a receipt is needed.

Will use affect personal credit?

Use of the purchasing card will not have any impact on the cardholder's personal credit rating.

What may cause loss of privileges?

Failure to comply with the Purchasing Card Guidelines may result in immediate revocation of the purchasing card privileges if any of the following occur:

- Splitting charges to avoid the single purchase transaction limit
- Loaning the card to another employee for use
- Failure to notify the Program Administrator or Bank of a lost or stolen purchasing card
- Failure to submit the statement on time for payment
- Personal use of the purchasing card

Can privileges be restored?

Privileges can be restored one time only after a six-month waiting period following loss of privileges. The restoration of privileges must be requested by the Department Director and will require a new Purchasing Card User Agreement. Any subsequent loss of privileges will be permanent.

As with any City purchase, the card is not to be used for any product, service or with any merchant considered to be inappropriate for City funds.

PURCHASING CARD USER AGREEMENT

I agree to the following regarding the use of the Purchasing Card Program at the City of Louisville:

I understand that I am making financial commitments on behalf of the City of Louisville and will strive to obtain the best value for the City of Louisville.

I understand that under no circumstances will I use the purchasing card to make personal purchases either for others or myself.

I have been given a copy of the Purchasing Card Guidelines, received the training and understand the requirements for purchasing card use.

I will follow the established procedures for use of the purchasing card. Failure to do so may result in either loss of privileges or other disciplinary action including termination of employment.

I agree that should I violate the terms of this Agreement, I will reimburse the City of Louisville through cash, personal check or payroll deduction. If the costs incurred exceed my paycheck, I will be responsible for the remaining charges and any fees related to the collection of those charges.

I understand if the Department Director determines a purchase was inappropriate, I will reimburse the City of Louisville through cash, personal check or a payroll deduction or return the merchandise, at the discretion of the Director. If the costs incurred exceed my paycheck, I will be responsible for the remaining charges and any fees related to the collection of those charges.

I understand that failure to report a lost or stolen purchasing card may cause a liability for the City of Louisville. I will immediately notify the Program Administrator or Bank of a lost or stolen card. Failure on my part may cause me to be liable for unauthorized purchases and will result in losing purchasing card privileges.

Employee Name and Number (print)

Employee Signature

Manager Signature

Date

Date

APPENDIX I: SAMPLE DATA PROTECTION ADDENDUM

ADDENDUM – [Insert Name of Agreement to which Addendum is to be Attached]

This Addendum is attached to and made part of the [Insert Name of Agreement] dated _____, 20__ ("Agreement") between _____ ("Vendor") and the **City of Louisville, Colorado** ("City").

WHEREAS, Vendor and City by this Addendum desire to amend the Agreement as set forth herein;

NOW THEREFORE, Vendor and City hereby agree to the following additions to the Agreement, and hereby agree **the provisions of this Addendum shall control in the event of any conflict:**

1. Service Level.

A. The products/services provided to City by Vendor shall be available 99.9% of the time, excluding unavailability due to City's inability to maintain internet access or due to any failure in internet access caused by a third-party internet provider, and excluding scheduled downtime, which downtime shall not exceed four (4) hours in duration in any one month period, of which City is notified at least 12 hours in advance and which shall occur outside of normal business hours ("Availability Requirement"). In the event the products/services do not meet the Availability Requirement (a "Service Level Failure") in any calendar month, Vendor shall provide City with a credit on the next monthly invoice equal to the pro-rated charges for one (1) full day of the affected services (i.e., 1/30 of the monthly fee, assuming a 30-day month) for each day during which there was a Service Level Failure in such calendar month (a "Service Credit").

B. Vendor shall back up data provided by City and City customers ("City Data") at an off site location at least as frequently as follows: for the first seven (7) days after such data has been provided, every fifteen (15) minutes; for the second seven (7) days after such data has been provided, every four (4) hours; and, after fourteen (14) days since such data has been provided, daily. Vendor shall ensure City Data can be restored from such back ups in the event of server failure or other failure resulting in data loss. Vendor shall ensure City Data is retained in such back ups for the entire term of the Agreement.

2. Ownership and Confidentiality.

A. All City Data is and shall remain owned by City. All City Data shall be capable of export to Microsoft Excel, Word, CSV or fixed-length file formats (each a "Reproducible Format").

B. All City Data is and shall remain the confidential information of City. In fulfilling its obligations under the Agreement, Vendor shall exercise the same degree of care and protection with respect to City Data that it exercises with respect to its own confidential information, but in no event shall Vendor exercise less than a reasonable standard of care. Vendor shall only use, access and disclose City Data as necessary to fulfill its obligations under the Agreement. Except as provided in subsection (C), Vendor shall not directly or indirectly disclose, sell, copy, distribute, republish, market, demonstrate or allow any third party to have access to any City Data.

C. If, in fulfilling its obligations under this Agreement, Vendor should disclose any City Data to any third party or subcontractor, Vendor shall cause such third party or subcontractor, through written agreement, to exercise the same degree of care and protection with respect to City Data as is required of Vendor under this Agreement. Vendor agrees that it is fully responsible to City for the acts and omissions of its subcontractors and of persons directly or

indirectly employed by Vendor. Nothing contained herein shall create any contractual relations between City and any subcontractor of Vendor. Vendor shall remain responsible to City for all activities of its subcontractors to the same extent as if such activities had been undertaken by Vendor itself.

D. All domains and domain names used and/or created in connection with the products/services provided under the Agreement to City shall become, and all logos and information provided by City for use in such domains are and shall remain, the sole property of City.

3. Personal Identifying Information and Breach.

A. City Data may include City customer "Personal Identifying Information" (hereinafter referred to as "Personal Information"), as such term is defined in Title 24, Article 73, Part 1 of the Colorado Revised Statutes ("C.R.S."). In maintaining, storing, and processing of Personal Information, Vendor shall comply with the obligations of a "Third-Party Service Provider" as such term is defined in Section 24-73-102, C.R.S. Such obligations include but are not limited to implementation and maintenance of reasonable security procedures and practices that are: (a) appropriate to the nature of the Personal Information disclosed to Vendor; and (b) reasonably designed to help protect Personal Information from unauthorized access, use, modification, disclosure, or destruction.

B. If Vendor becomes aware that a security breach of Personal Information may have occurred, Vendor shall notify the City within 3 days. Such notice shall at minimum contain (a) the date, estimated date, or estimated date range of the security breach; and (b) a description of the Personal Information that was acquired or reasonably believed to have been acquired as part of the security breach. The City may request, and upon such request Vendor shall provide, additional information relevant to the security breach; provided that, Vendor shall not be required to disclose confidential business information or trade secrets. Vendor shall, at its sole expense, indemnify, defend and hold harmless City, its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, arising out of any third party claim, action or proceeding brought against City, its elected and appointed officers and its employees for any security breach of Personal Information.

4. Location of Servers. The parties agree all Vendor products/services shall be hosted, primarily, on servers located in _____ ("Primary Servers"). In the event of a failure in Primary Servers, such products/services shall be rolled over to servers located in _____ ("Backup Servers"). Vendor shall provide City with notice within one (1) hour of the roll over of the products/services to the Backup Servers.

5. Termination. City may terminate the Agreement upon giving 30 days written notice to Vendor. Vendor may terminate this Agreement only if City fails to make a monthly payment in accordance with the Agreement, and fails to cure such failure within 5 days of receiving written notice from Vendor. Within 30 days of termination of the Agreement, Vendor shall provide to City the City Data in the Reproducible Format requested by City. If City does not request a particular Reproducible Format, Vendor shall provide City Data in CSV format. Vendor shall destroy all City Data after, but only after, it provides to the City the City Data in accordance with the requirements of this Section 5.

6. Compliance with Laws and Indemnification. Vendor represents and warrants that it is, and throughout the term of the Agreement shall remain, in compliance with the Payment Card Industry Data Security Standards ("PCI Standards"); provided that, the City shall use the TSYS TransExpress (TXP) platform and a Verifone VX-805 reader to complete all credit and debit

transactions at _____ throughout the term of this Agreement; and, provided that, the City shall audit the _____ equipment from time to time to ensure no additional devices have been connected or disconnected from any Vendor products/services that may have an impact on compliance with PCI Standards. Vendor shall, at its sole expense, indemnify, defend and hold harmless City, its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, arising out of any third party claim, action or proceeding brought against City, its elected and appointed officers and its employees for non-compliance with PCI Standards by Vendor or any of its officers, employees, agents or subcontractors.

7. Tax Exempt. Vendor acknowledges City is a tax-exempt entity and Vendor shall not collect taxes on the transactions contemplated under this Agreement; provided that, City shall provide Vendor with all documentation needed to evidence City's tax-exempt status.

8. Independent Contractor. It is the expressed intent of the parties that Vendor is an independent contractor and not the agent, employee or servant of City, and that: **VENDOR SHALL SATISFY ALL TAX OBLIGATIONS ON PAYMENTS MADE TO IT HEREUNDER INCLUDING BUT NOT LIMITED TO, PAYMENT OF STATE AND FEDERAL INCOME AND OTHER TAXES. NO FEDERAL, STATE OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY CITY. VENDOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN CITY.**

9. Non-Appropriation. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, City shall immediately notify Vendor of such occurrence, and this Agreement shall terminate effective December 31 of the then-current fiscal year.

10. Insurance; Non-waiver of Governmental Immunity. Vendor shall carry insurance of the type and in amounts sufficient to cover its indemnification obligations under this Agreement. The parties understand and agree that City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to City, its officers, or its employees.

THIS ADDENDUM ACCEPTED AND AGREED TO BY:

[Insert Vendor Name]

City of Louisville, Colorado

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date:_____

Date:_____