

**Agenda for the  
Regular Meeting of the  
Englewood City Council  
Monday, January 6, 2014  
7:30 pm**

Englewood Civic Center – Council Chambers  
1000 Englewood Parkway  
Englewood, CO 80110

1. Call to Order.
2. Invocation.
3. Pledge of Allegiance.
4. Roll Call.
5. Consideration of Minutes of Previous Session.
  - a. Minutes from the Regular City Council Meeting of December 16, 2013.
6. Recognition of Scheduled Public Comment. (This is an opportunity for the public to address City Council. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.
7. Recognition of Unscheduled Public Comment. (This is an opportunity for the public to address City Council. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to three minutes. Time for unscheduled public comment may be limited to 45 minutes, and if limited, shall be continued to General Discussion.)

Council Response to Public Comment.
8. Communications, Proclamations, and Appointments.
  - a. Vincent Atencio will be sworn in as Municipal Judge for the City of Englewood by the Honorable Randall J. Davis.

Please note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood (303-762-2405) at least 48 hours in advance of when services are needed.

9. Consent Agenda Items.
  - a. Approval of Ordinances on First Reading.
    - i. Council Bill No. 1 – Recommendation from the Police Department to adopt a bill for an ordinance authorizing the application for and acceptance of funds from the Colorado Department of Transportation for programs related to traffic safety education and enforcement through calendar year 2016. **Staff Source: Jeff Sanchez, Deputy Chief of Police.**
  - b. Approval of Ordinances on Second Reading.
  - c. Resolutions and Motions.
    - i. Recommendation from the Department of Finance and Administrative Services, City Clerk’s Office, to approve a resolution designating the bulletin board on the north side of the second floor of the Englewood Civic Center as the Official Posting Place for all Legal Notices for the City of Englewood for 2014. **Staff Source: Frank Gryglewicz, Director of Finance and Administrative Services and Loucrishia A. Ellis, City Clerk.**
10. Public Hearing Items. (None Scheduled)
11. Ordinances, Resolutions and Motions
  - a. Approval of Ordinances on First Reading.
    - i. Council Bill No. 2 – Recommendation from the Information Technology Department to adopt a bill for an ordinance authorizing the application for and acceptance of grant funds from the State of Colorado for cyber security infrastructure. **Staff Source: Jeff Konishi, Director of Information Technology.**
  - b. Approval of Ordinances on Second Reading.
  - c. Resolutions and Motions.
    - i. Recommendation from the Department of Information Technology to approve, by motion, continuance of the annual maintenance contract for the City’s Oracle System for 2014. **Staff Source: Jeff Konishi, Director of Information Technology.**
    - ii. Recommendation from the Public Works Department to approve, by motion, the purchase of a street sweeper for the Streets Division. Staff recommends awarding the contract to National Joint Powers Alliance, the lowest acceptable bidder, in the amount of \$170,240. **Staff Source: Pat White, Fleet/ServiCenter Manager and Brad Hagan, Streets Maintenance Manager.**

- iii. Recommendation from the Public Works Department to approve, by motion, the purchase of a wheel loader for the Streets Division. Staff recommends awarding the contract to Power Equipment Company, the lowest acceptable bidder, in the amount of \$110,479. **Staff Source: Pat White, Fleet/ServiCenter Manager and Brad Hagan, Streets Maintenance Manager.**

12. General Discussion.

- a. Mayor's Choice.
- b. Council Members' Choice.

13. City Manager's Report.

14. City Attorney's Report.

15. Adjournment.

## COUNCIL COMMUNICATION

<b>Date:</b> January 6, 2014	<b>Agenda Item:</b> 9 a i	<b>Subject:</b> Colorado Department of Transportation Funding – Traffic Safety Education and Enforcement Projects
<b>Initiated By:</b> Police Department	<b>Staff Source:</b> Jeff Sanchez, Deputy Chief	

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

For a number of years, the Englewood Police Department has participated in a variety of traffic safety education and enforcement programs that are either funded or sponsored by the Colorado Department of Transportation (CDOT). We expect to continue our participation in these programs for the foreseeable future.

### RECOMMENDED ACTION

The Police Department is recommending that City Council adopt a Bill for an Ordinance authorizing the Englewood Police Department to accept both state and federal funding for traffic safety enforcement and education projects for calendar years 2014 through 2016.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The Colorado Department of Transportation (CDOT) has solicited police departments throughout the State of Colorado, including the Englewood Police Department, to participate in traffic safety education and enforcement programs. CDOT provides both State funding and Federal pass-through funding for these programs. CDOT often gives very little notice when they announce their safety campaigns; therefore this is a comprehensive request for all CDOT projects initiated with this funding in 2014, 2015, and 2016.

We actively participate in state-funded enforcement programs such as the High Visibility Impaired Driving Enforcement Program. We also participate in federally-funded traffic safety education and enforcement programs such as the Mini-Grants Program and the Click It or Ticket Program.

### FINANCIAL IMPACT

The state funding is from the Colorado Department of Transportation (CDOT). The Federal funding is through U.S. Department of Transportation, National Highway Traffic Safety Administration (NHTSA), State and Community Highway Safety passing through to the Colorado Department of Transportation (CDOT).

Overtime costs for police officers are reimbursed to the Englewood Police Department by CDOT. This funding allows us to be more proactive in our enforcement efforts throughout the year.

The amount of funding varies by year. In 2013, we received approximately \$43,592.50.

**LIST OF ATTACHMENTS**

Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2014

COUNCIL BILL NO. 1  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AUTHORIZING INTERGOVERNMENTAL AGREEMENTS FOR THE APPLICATION FOR AND ACCEPTANCE OF COLORADO DEPARTMENT OF TRANSPORTATION GRANTS AWARDED TO THE CITY OF ENGLEWOOD FOR VARIOUS PROJECTS RELATED TO TRAFFIC SAFETY EDUCATION AND ENFORCEMENT DURING CALENDAR YEARS 2014, 2015, and 2016.

WHEREAS, the Colorado Department of Transportation (CDOT) has solicited city police departments throughout the State of Colorado, including the City of Englewood, to participate in traffic safety education and enforcement programs; and

WHEREAS, some of the funds are State funds and some are Colorado Department of Transportation (CDOT) pass-through of Federal Funds; and

WHEREAS, the Englewood City Council authorized the application for and acceptance of CDOT Grants for projects related to traffic safety education and enforcement during the calendar years of 2011, 2012 and 2013 by the passage of Ordinance No. 19, Series of 2012; and

WHEREAS, CDOT often gives little notice when they announce their safety campaigns, the application and notice of awards are done by e-mail; and

WHEREAS, the passage of this Ordinance will authorize the City of Englewood to accept funding from the Colorado Department of Transportation (CDOT) for various projects related to traffic safety education and enforcement for all projects initiated in 2014, 2015, and 2016; and

WHEREAS, federal funds are being used for these projects.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of the Colorado Department of Transportation Grant awarded to the City of Englewood for funding of various projects related to traffic safety education and enforcement during calendar years 2014, 2015, and 2016.

Section 2. The City Manager is hereby authorized to apply for and accept Colorado Department of Transportation grant awarded to the City of Englewood for and on behalf of the City of Englewood, Colorado for the calendar years 2014, 2015, and 2016, attached hereto as Exhibit A.

Section 3. The Traffic Safety and Education program funds such as mini grants for education and the Click It or Ticket program are received from the Colorado Department of Transportation which are passed through from the U.S. Department of Transportation and the National Highway of Transportation and Safety Administration - State and Community Safety. These funds are used to reimburse the City for personnel overtime costs for these projects so the costs to the City are limited to the costs of processing and accounting of the funds, which costs are budgeted annually in the Police budget.

Section 4. The funds for the "High Visibility Impaired Driving" Program are State of Colorado funds which are used to reimburse the City for personnel overtime costs for these projects so the costs to the City are limited to the costs of processing and accounting of the funds, which costs are budgeted annually in the police budget.

Introduced, read in full, and passed on first reading on the 6th day of January, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of January, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of January, 2014 for thirty (30) days.

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Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 6th day of January, 2014.

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Loucrishia A. Ellis

# HIGH VISIBILITY IMPAIRED DRIVING ENFORCEMENT

## JANUARY 31, 2014 - MAY 27, 2014

EXHIBIT A

### APPLICATION FOR FUNDS

CDOT's Office of Transportation Safety (OTS) will provide funding for overtime enforcement of Colorado's impaired driving laws for Super Bowl, St. Patrick's Day, Spring Events, and Memorial Day. The selection and funding of participating agencies will be based on:

- The mission, goals, strategy and objectives of CDOT,
- problem identification data relating to impaired driving related caused injury and fatal crashes,
- and statistical analysis of local, state, and federal impaired driving related statistics.

#### TO APPLY FOR FUNDING

Your agency agrees to:

1. Provide overtime to officers for enforcement of Colorado's impaired driving laws at checkpoints, saturations patrols, increased patrols, or as dedicated enforcement cars;
2. Utilize only officers who are currently SFST certified to conduct roadside maneuvers;
3. Report your enforcement plans and activity to the CDOT website before the specified deadlines;
4. Participate in all 4 campaigns with either increased patrols, saturation patrols, or checkpoints;
5. Submit claims on CDOT forms with backup documentation within 45 days after the end of each enforcement period;
6. Submit a final report on agency letterhead summarizing activity, arrests and crashes compared to last year, overall results of the enforcement, and any significant events that occurred, with your final claim.

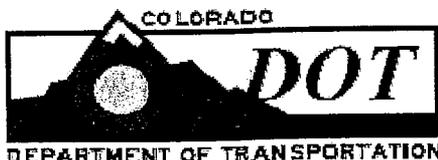
To apply for consideration of funding, return this form via email no later than: **October 31, 2013**

To: Captain Paul Matzke at [paul.matzke@state.co.us](mailto:paul.matzke@state.co.us) Phone: (303) 757-9355

(**COMPLETE** project coordinator, secondary contact, and budget/finance information is required)

Agency:	<u>Englewood Police Dept.</u>	Phone Number:	<u>303-762-2490</u>
Project Coordinator:	<u>Toni Arnoldy</u>	Phone Number:	<u>303-762-2379</u>
Email Address:	_____	Phone Number:	<u>303-762-2411</u>
Secondary Contact:	<u>Christain Contos</u>	Phone Number:	_____
Email Address:	_____	Phone Number:	_____
Budget/Finance:	<u>Kathy Cassai</u>	Phone Number:	_____
Email Address:	_____		
Send Check to:	<u>City of Englewood, Atten Kathy Cassai</u>		
Address:	<u>1000 Englewood Pkwy Englewood, CO 80110</u>		

ENFORCEMENT PERIODS	\$ REQUEST	BELOW DATA BASED ON 01/01/13 - 05/31/13	
Super Bowl	<u>\$1,300.00</u>	# OF GRANT FUNDED DUI ARRESTS:	<u>24</u>
St. Patrick's Day	<u>\$2,000.00</u>	# OF AGENCY FUNDED DUI ARRESTS:	<u>159</u>
Spring Events	<u>\$3,000.00</u>	TOTAL # OF DUI ARRESTS:	<u>183</u>
Memorial Day	<u>\$2,600.00</u>	# OF IMPAIRED DRIVING INJURY CRASHES:	<u>5</u>
		# OF IMPAIRED DRIVING FATAL CRASHES:	<u>0</u>
		TOTAL # OF IMPAIRED/FATAL CRASHES:	<u>5</u>
		<b>TOTAL FUNDING REQUEST</b>	<b>\$8,900.00</b>



# 2014 HIGH VISIBILITY & NHTSA IMPAIRED DRIVING ENFORCEMENT PERIODS

ENFORCEMENT PERIOD	HOLIDAY DATE AND DAY	ENFORCEMENT STARTS @ 1800	ENFORCEMENT ENDS @ 0300	ENFORCEMENT PLAN DUE ON WEBSITE	ARREST DATA ENTRY DUE ON WEBSITE	CLAIM DUE TO CDOT/OTS
SUPER BOWL WEEKEND	FEBRUARY 2 SUNDAY	JANUARY 31 FRIDAY	FEBRUARY 3 MONDAY	JANUARY 21 TUESDAY	FEBRUARY 6 THURSDAY	MARCH 23
ST. PATRICK'S DAY	MARCH 17 MONDAY	MARCH 14 FRIDAY	MARCH 18 TUESDAY	MARCH 4 TUESDAY	MARCH 21 FRIDAY	MAY 3
SPRING EVENTS	VARIOUS	APRIL 5 SATURDAY	MAY 18 SUNDAY	10 DAYS PRIOR TO EACH EVENT	3 DAYS AFTER EACH EVENT	JULY 2
MEMORIAL DAY	MAY 26 MONDAY	MAY 23 FRIDAY	MAY 27 TUESDAY	MAY 13 TUESDAY	MAY 30 FRIDAY	JULY 11
CHECKPOINT COLORADO	VARIOUS	MAY 23 FRIDAY	SEPTEMBER 15 MONDAY	10 DAYS PRIOR TO CHECKPOINT	3 DAYS AFTER CHECKPOINT	OCTOBER 30
4TH OF JULY	JULY 4 FRIDAY	JULY 3 THURSDAY	JULY 7 MONDAY	JUNE 23 MONDAY	JULY 10 THURSDAY	AUGUST 21
LABOR DAY CRACKDOWN	SEPTEMBER 1 MONDAY	AUGUST 15 FRIDAY	SEPTEMBER 2 TUESDAY	AUGUST 5 TUESDAY	SEPTEMBER 5 FRIDAY*	OCTOBER 17
FALL FESTIVALS	VARIOUS	SEPTEMBER 5 FRIDAY	OCTOBER 20 MONDAY	10 DAYS PRIOR TO EVENT	3 DAYS AFTER EVENT	DECEMBER 4
HALLOWEEN WEEKEND	OCTOBER 31 FRIDAY	OCTOBER 30 THURSDAY	NOVEMBER 3 MONDAY	OCTOBER 20 MONDAY	NOVEMBER 6 THURSDAY	DECEMBER 18
THANKSGIVING WEEKEND	NOVEMBER 27 THURSDAY	NOVEMBER 25 TUESDAY	DECEMBER 1 MONDAY	NOVEMBER 15 SATURDAY	DECEMBER 4 THURSDAY	JANUARY 15
HOLIDAY PARTIES	VARIOUS	DECEMBER 5 FRIDAY	DECEMBER 15 MONDAY	NOVEMBER 25 TUESDAY	DECEMBER 18 THURSDAY	JANUARY 29
NEW YEAR'S EVE	DECEMBER 31 TUESDAY	DECEMBER 30 TUESDAY	JANUARY 5, 2015 MONDAY	DECEMBER 20 SATURDAY	JANUARY 8, 2015 THURSDAY	FEBRUARY 19
*ARREST DATA REQUIRED TO BE ENTERED AT MIDWAY POINT OF LABOR DAY CRACKDOWN ENFORCEMENT PERIOD, ALSO						07/08/13

## COUNCIL COMMUNICATION

<b>Date</b> January 6, 2014	<b>Agenda Item</b> 9 c i	<b>Subject</b> Designation of Bulletin Board on the north side of the second floor of Englewood Civic Center as the Official Posting Place for all Legal Notices of the City of Englewood for 2014
<b>INITIATED BY</b> Department of Finance and Administrative Services City Clerk's Office	<b>STAFF SOURCE</b> Frank Gryglewicz, Director of Finance and Administrative Services Loucrishia Ellis, City Clerk	

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

On January 7, 2013 City Council designated the bulletin board on the north side of the second floor of Englewood Civic Center as the Official Posting Place for all Legal Notices of the City of Englewood for 2013.

### RECOMMENDED ACTION

Approve a resolution designating the bulletin board on the north side of the second floor of Englewood Civic Center as the Official Posting Place for all Legal Notices of the City of Englewood for 2014.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The OPEN MEETINGS LAW, State Statute § 24-6-402 (2) (c) states that "a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than twenty-four hours prior to the holding of the meeting. The public place or places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year."

### FINANCIAL IMPACT

None

### LIST OF ATTACHMENTS

Resolution

RESOLUTION NO. \_\_\_\_\_  
SERIES OF 2014

A RESOLUTION DESIGNATING THE BULLETIN BOARD ON THE NORTH SIDE OF THE SECOND FLOOR OF THE ENGLEWOOD CIVIC CENTER AS THE OFFICIAL POSTING PLACE FOR ALL LEGAL NOTICES OF THE CITY OF ENGLEWOOD FOR 2014.

WHEREAS, the "Open Meetings Law", State Statute §24-6-402(2)(c) requires that the public place or places for posting legal notices shall be designated annually at the local public body's first regular meeting of each calendar year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The official posting place for all legal notices of the City of Englewood for the year 2014, shall be the Bulletin Board on the north side of the second floor of the Englewood Civic Center and such notices shall be posted under the heading "OFFICIAL CITY NOTICES." This Resolution does not in any way of itself create a requirement for notice.

ADOPTED AND APPROVED this 6th day of January, 2014.

ATTEST:

\_\_\_\_\_  
Randy P. Penn, Mayor

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk for the City of Englewood, Colorado, hereby certify the above is a true copy of Resolution No. \_\_\_\_\_, Series of 2014.

\_\_\_\_\_  
Loucrishia A. Ellis, City Clerk

## COUNCIL COMMUNICATION

<b>Date:</b> January 6, 2014	<b>Agenda Item:</b> 11 a i	<b>Subject:</b> Application for and acceptance of grant funds from the State of Colorado Internet Portal Authority for the Englewood Information Technology Department.
<b>Initiated By:</b> Information Technology		<b>Staff Source:</b> Jeff Konishi, Director – Information Technology

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

N/A.

### RECOMMENDED ACTION

The Information Technology Department requests that Council approve a bill for an ordinance authorizing the application for, and acceptance of, a grant from the Colorado State Internet Portal Authority for an amount not to exceed \$6,500. These funds will be designated solely for the purchase of a firewall to help protect City assets and protect against cyber attacks.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The State of Colorado – Statewide Internet Portal Authority (SIPA) provides a grant program to accelerate the adoption of electronic government services and to promote the protection for cyber security for any state or local government in Colorado. Grant funding is available for equipment, systems, services, project planning, and implementation of products or services within the scope of the grant parameters. Grants will be awarded on February 7, 2014

### FINANCIAL IMPACT

The grant stipulates that these funds will supplement budgeted funding from local sources, so there will be no cost or savings for the City. There is no requirement for additional matching funds.

### LIST OF ATTACHMENTS

Proposed Bill for an Ordinance

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2014

COUNCIL BILL NO. 2  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

A BILL FOR

AN ORDINANCE AUTHORIZING AN APPLICATION FOR AND ACCEPTANCE OF THE ELIGIBLE GOVERNMENTAL ENTITY AGREEMENT BETWEEN THE STATEWIDE INTERNET PORTAL AUTHORITY OF THE STATE OF COLORADO AND THE CITY OF ENGLEWOOD, COLORADO FOR THE ENGLEWOOD INFORMATION TECHNOLOGY DEPARTMENT.

WHEREAS, the State of Colorado – Statewide Internet Portal Authority (SIPA) provides a grant program to accelerate the adoption of electronic government services and to promote the protection for cyber security for any state or local government in Colorado; and

WHEREAS, the Grant funding is available for equipment, systems, services, project planning, and implementation of products or services within the scope of the Grant parameters; and

WHEREAS, the City of Englewood received grants starting with the FY-2007-Supplemental Grant to assist in the development of the disaster preparedness for the City of Englewood; and

WHEREAS, the passage of this Ordinance will approve an application for the Eligible Governmental Entity Agreement Between the Statewide Internet Portal Authority of the State of Colorado by the City of Englewood, which if awarded will fund the purchase of a firewall to help protect City assets and protect against cyber attacks; and

WHEREAS, the Grant stipulates that these funds for an amount not to exceed \$6,500 will supplement budgeted funding from local sources and there will be no cost or savings for the City and there is no requirement for additional matching funds; and

WHEREAS, there are no federal funds associated with this Grant.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, THAT:

Section 1. The City Council of the City of Englewood, Colorado hereby authorizes an application for the Eligible Governmental Entity Agreement between the Statewide Internet Portal Authority of the State of Colorado and the City of Englewood, Colorado for funds not to exceed \$6,500.00, attached hereto as Exhibit A.

Section 2. The Director of Information Technology is hereby authorized to sign the application for the Eligible Governmental Entity Agreement between the Statewide Internet Portal Authority of the State of Colorado and the City of Englewood, Colorado for and on behalf of the City of Englewood.

Section 3. The City Council of the City of Englewood, Colorado hereby authorizes the acceptance of the grant for the Eligible Governmental Entity Agreement between the Statewide Internet Portal Authority of the State of Colorado and the City of Englewood, Colorado upon its award by the State of Colorado.

Section 4. Upon award of the application for the Eligible Governmental Entity Agreement between the Statewide Internet Portal Authority of the State of Colorado and the City of Englewood, Colorado the Mayor is hereby authorized to sign for and on behalf of the City of Englewood, Colorado in accepting this grant.

Introduced, read in full, and passed on first reading on the 6<sup>th</sup> day of January, 2014.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 10th day of January, 2014.

Published as a Bill for an Ordinance on the City's official website beginning on the 8th day of January, 2014 for thirty (30) days.

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Randy P. Penn, Mayor

ATTEST:

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Loucrishia A. Ellis, City Clerk

I, Loucrishia A. Ellis, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of a Bill for an Ordinance, introduced, read in full, and passed on first reading on the 6th day of January, 2014.

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Loucrishia A. Ellis



**ELIGIBLE GOVERNMENTAL ENTITY AGREEMENT BETWEEN  
THE STATEWIDE INTERNET PORTAL AUTHORITY OF THE STATE OF  
COLORADO AND City of Englewood, Colorado.**

This Eligible Governmental Entity Agreement ("Agreement") by and between The Statewide Internet Portal Authority of the State of Colorado ("SIPA"), and City of Englewood ("EGE") (each a "Party" and collectively "Parties"), is made and entered into on this 6<sup>th</sup> day of January, 2014.

**RECITALS**

WHEREAS, SIPA and EGE wish to enter into a cooperative agreement under which services can be provided at the discretion of both Parties; and

WHEREAS, SIPA provides for the dissemination, sharing, and use of information, products, and services via the internet; and

WHEREAS, neither Party is committing funds or required to perform services as part of this agreement; and

WHEREAS, SIPA has entered into certain contracts with its contractors to operate the Portal and to provide an array of electronic information, products, and services via the internet (e.g., "Master Contract With Integration Contractor to Design, Build, Operate, Maintain and Enhance a Statewide Internet Portal Authority" (hereinafter "Master Contract") as amended, and "COPE Master Contract With Implementation Contractor to Support SaaS Collaboration, Office Productivity, & Email Solution" (hereinafter "COPE Contract")) and SIPA may enter into other contracts to expand its array of electronic information, products, and services available to EGE; and

WHEREAS, SIPA will provide applications and services to EGE pursuant to Task Orders, Statements of Work, and/or Work Orders; and

WHEREAS, a Task Order, Statement of Work, and/or Work Order will be prepared for each application or service and mutually signed by SIPA and EGE; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, SIPA and EGE agree as follows:



1. EGE shall make available to SIPA electronic information maintained and owned by EGE as is necessary to complete the agreed upon work as set forth in a Work Order, Task Order or Statement of Work. As mutually agreed upon in subsequent Work Orders, Task Orders, or corresponding Statements of Work, EGE will provide reasonable levels of support in placing online with SIPA certain EGE-owned electronic information, as mutually agreed by EGE and SIPA, with due regard to the workload and priorities of EGE and SIPA.

2. SIPA may, with the authorization of EGE, through the Portal, make public electronic information made available to it available to the general public, including EGE's public electronic information. The Parties agree to use their best efforts to provide adequate and uninterrupted service under the terms of this Agreement. However, neither Party shall be liable for interruption of service when the same shall be due to circumstances beyond the reasonable control of either Party, its agents or employees, including but not limited to unanticipated equipment malfunction, periodic maintenance or update of the computer systems upon which such EGE electronic information reside, interruption of service due to problems with the Colorado statewide area network or due to problems with any telecommunications provider.

3. SIPA and EGE may enter into Task Orders, Purchase Orders, Statements of Work, or any agreed upon documentation under this Agreement. Task Orders, Purchase Orders, Statements of Work, or any agreed upon documentation under this Agreement, shall describe specific Services and/or Applications to be provided to EGE. EGE acknowledges that Services and/or Applications are usually offered by SIPA's contractors. Task Orders, Purchase Orders, Statements of Work, or any agreed upon documentation shall cover the purchase of goods and services from SIPA through the use of EGE funds. All Task Orders, Purchase Orders, Statements of Work, or any agreed upon documentation involving EGE funds may be approved by one or more of the following: (1) EGE's senior executive official (e.g., Executive Director, Director, Manager, Board of Commissioners), or his or her designee. Task Orders, Purchase Orders, Statements of Work, or any agreed upon documentation shall contain specific time or performance milestones for SIPA's contractor(s), timelines for completion of relevant Task Orders, Purchase Orders, Statements of Work, or any agreed upon documentation, including design specifications and other criteria relevant to the completion of applicable Task Orders, Purchase Orders, Statements of Work, or any agreed upon documentation, criteria and procedures for acceptance by EGE and remedying incomplete or inaccurate work for each phase of relevant Task Orders, Purchase Orders, Statements of Work, or any agreed upon documentation.

4. SIPA shall be responsible for the operation of, and all costs and expenses associated with, establishing and maintaining electronic access to EGE electronic information, databases or other software applications, including (but without limitation) the cost of purchasing, developing and maintaining programs used to interface with EGE software applications that provide access to EGE-owned electronic information, products, and services. EGE acknowledges SIPA may at its discretion use Contractors to perform certain obligation. EGE's maximum financial obligation for establishing and maintaining electronic access to EGE



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databases or other software applications shall be limited to the Agreement set forth and appropriated pursuant to each individual Work Order, Task Order, or Statements of Work.

5. Each Party shall have the right to terminate this Agreement by giving the other Party 60 days' written notice. Unless otherwise specified in such notice, this Agreement will terminate at the end of such 60-day period, and the liabilities of the Parties hereunder for further performance of the terms of this Agreement shall thereupon cease, but the Parties shall not be released from any duty to perform up to the date of termination.

6. None of the terms or conditions of this Agreement gives or allows any claim, benefit, or right of action by any third person not a party hereto. Nothing in this Agreement shall be deemed as any waiver of immunity or liability limits granted to SIPA or EGE by the Colorado Governmental Immunity Act or any similar statutory provision.

7. This Agreement (and related Task Orders, Work Orders, Statements of Work, and agreed upon documentation) constitutes the entire agreement of the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended, modified, or changed, in whole or part, only by written agreement approved by each party.

8. Neither SIPA nor its contractors have responsibility for the accuracy or completeness of the electronic information contained within EGE's databases. SIPA and its contractors shall be responsible only for the accurate and complete transmission of electronic information to and from such EGE databases, in accordance with the specifications of any EGE-owned software. For the purposes of the Colorado Open Records Act, EGE shall at all times be the custodian of records. Neither SIPA nor its contractors shall be deemed to be either the custodian of records or the custodian's agent.

9. This Agreement and any written amendments thereto may be executed in counterpart, each of which shall constitute an original and together, which shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement by facsimile or email transmission will constitute effective and binding execution and delivery of this Agreement.

10. Confidential information for the purpose of this Agreement is information relating to SIPA's or EGE's research, development, trade secrets, business affairs, internal operations, management procedures, and information not disclosable to the public under the Colorado Open Records Act or some other law or privilege. Confidential information does not include information lawfully obtained through third parties, which is in the public domain, or which is developed independently without reference to a Party's confidential information. Neither Party shall use or disclose, directly or indirectly, without prior written authorization, any confidential information of the other. SIPA shall use its reasonable best efforts to ensure that its contractors protect EGE confidential information from unauthorized disclosure. Notwithstanding anything



to the contrary herein, each Party acknowledges that given the subject matter of this Agreement, such Party shall not disclose confidential information of the other (whether in written or electronic form) to any third party, except as required by law or as necessary to carry out the specific purpose of this Agreement; provided, however, that if such disclosure is necessary, any third party who receives such confidential information shall also be bound by the nondisclosure provisions of this Section 12. Upon termination of this Agreement, the Parties shall return or destroy (at the other Party's request) all confidential information of the other and if such information is destroyed, each Party shall demonstrate evidence of such destruction to the other.

## 11. Miscellaneous Provisions

A. Independent Authority. SIPA shall perform its duties hereunder as an independent authority and not as an employee of EGE. Neither SIPA nor any agent or employee of SIPA shall be deemed to be an agent or employee of EGE. SIPA and its agents shall pay when due all required employment taxes and income tax and local head tax on any monies paid by EGE pursuant to this Agreement. SIPA acknowledges that SIPA and its employees or agents are not entitled to EGE employment or unemployment benefits unless SIPA or a third party provides such benefits and that EGE does not pay for or otherwise provide such benefits. SIPA shall have no authorization, express or implied, to bind EGE to any agreements, liability, or understanding except as expressly authorized by EGE. SIPA and its agents shall provide and keep in force workers' compensation (and provide proof of such insurance when requested by EGE) and unemployment compensation insurance in the Agreement required by law, and shall be solely responsible for the acts of SIPA, its employees and agents.

B. Non-discrimination. SIPA agrees to comply with the letter and the spirit of all applicable state and federal laws respecting illegal discrimination and unfair employment practices.

C. Choice of Law. The laws of the State of Colorado (except Colorado laws related to choice of law or conflict of law) and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. At all times during the performance of this Agreement, SIPA shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established. Any legal action related to this Agreement shall be brought in either a state or federal court within the City and County of Denver, Colorado.

D. Software Piracy Prohibition. No State or other public funds payable under this Agreement shall knowingly be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. SIPA hereby certifies that, for the term of this Agreement and any extensions, SIPA has in place appropriate systems and controls to prevent such improper



use of public funds. If EGE determines that SIPA is in violation of this paragraph, EGE may exercise any remedy available at law or equity or under this Agreement, including, without limitation, immediate termination of the Agreement and any remedy consistent with United States copyright laws or applicable licensing restrictions.

F. Notices. All notices required or permitted under this Agreement shall be in writing and delivered personally, by facsimile, by email or by first class certified mail, return receipt. If delivered personally, notice shall be deemed given when actually received. If delivered by facsimile or email, notice shall be deemed given upon full transmission of such notice and confirmation of receipt during regular business hours. If delivered by mail, notice shall be deemed given at the date and time indicated on the return receipt. Notices shall be delivered to:

If to SIPA:

Statewide Internet Portal Authority  
Attn: Briana Milligan  
1300 Broadway, Suite 11010  
Denver, CO 80203  
Phone: (720) 409-5634  
Fax: (720) 409-5642  
Email:

If to EGE:

City of Englewood  
Attn: Jeff Konishi  
Street Address: 1000 Englewood Pkwy  
City, State, Zip: Englewood, Colorado 80110  
Phone: 303-762-2300  
Fax:  
Email:

And to other address or addresses as the parties may designate in writing.

G. Employee Financial Interest. The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

H. Disputes. Any failure of either Party to perform in accordance with the terms of this Agreement shall constitute a breach of the Agreement. Any dispute concerning the performance of this Agreement which cannot be resolved at the operational level shall be referred to superior management and staff designated by each



---

Party. Failing resolution at this level, EGE may ask the SIPA Board of Directors to address the dispute. If the dispute is not resolved after reference to the SIPA Board of Directors, the Parties may use whatever procedures may be available, including but not limited to termination of the Agreement.

This Agreement is entered into as of the day and year set forth above.

---

John D. Conley, Executive Director  
Statewide Internet Portal Authority

Date: \_\_\_\_\_

---

Name: Mayor Randy Penn  
Title: Mayor  
Entity: City of Englewood

Date: \_\_\_\_\_

# 2013 SIPA Micro-Grant Application

\* Required

## Requested Services and/or Equipment

### Grant request type \*

- Services
- Equipment
- Both

### If requesting services, describe the type of services. \*

Please write "none" if services are not being requested

Professional services are necessary to migrate firewall policy's.

### If requesting equipment, provide a list of equipment needed, including high-level specifications and price quotes, and confirm and detail how the equipment will be maintained \*

Please write "none" if equipment is not being requested.

2 x Cisco ASA 5515 Firewalls \$6,154.50  
Equipment will be maintained by annual Cisco Smart Net

### Project type \*

- Internal- This project would impact internal staff and/or operations.
- External- This project would impact clients or population(s) served by the requesting organization.

**Total grant funding amount requested and whether other financial assistance is needed to complete the project. \***

## 2013 SIPA Micro-Grant Application

\* Required

### Project Description and Outcomes

#### Problem or situation to be addressed \*

Please describe the problem or situation this program will address and why the organization is unable to fulfill this need independently.

Outdated firewalls. With receipt of grant funds the City will be able to redirect cost savings to other cyber security initiatives.

#### Who is the affected population? \*

General Public, Staff, Teachers, etc.

All City of Englewood Emj

#### What is the size of the affected population? \*

Please provide a range such as 10-100 or over 5,000.

Over 1,000

#### What key objectives does your organization aim to achieve by receiving this grant? \*

We will update our outdated firewalls which will ensure current infrastructure standards via internet security protocols allowing us to better monitor our internet traffic and mediate any security threats.

#### Description of the impact of the grant \*

Describe potential impacts of the grant in areas such as: traffic reduction, financial benefit, financial burden relief, staff time reduction, or process hours saved.

Having a new firewall in place will offset existing monitoring tools annual cost of approximately \$30,000.

# 2013 SIPA Micro-Grant Application

\* Required

## Requesting Organization and Contact Information

**Name of Requesting Organization \***

City of Englewood

**Organization Website \***

www.Englewoodgov.org

**Organization Physical Address \***

1000 Englewood Parkway

**Name of single point of contact for the application and contact information, including email address, phone number, and mailing address \***

Jeff Konishi  
Director, Information Technology  
1000 Englewood Parkway  
Englewood, CO 80110  
Direct: 303-762-2388  
Email:

**If different from the applicant above, name of single point of contact for the project requested, and contact information including email address, phone number, and mailing address**

n/a

**Organization Type \***

- State Agency
- School District
- Special Purpose Authority
- Municipality
- County Government
- Other

## 2013 SIPA Micro-Grant Application

\* Required

### Additional Background Information

**If awarded is your organization able to receive the funds? (Note this is not applicable to cyber security assessments). \***

If not, or if the applicant has any doubt regarding accepting a grant, the organization must provide a plan outlined and approved by the necessary parties, including the names, email addresses, and phone numbers of those necessary parties. This plan will only be accepted as part of the application process.

Yes

**Has your organization applied for and been awarded a grant in the past through SIPA? \***

- Yes  
 No

**Is your organization submitting more than one application requesting a cyber security assessment or funding for services and/or equipment? \***

- Yes  
 No

**If your organization is submitting more than one application, are the projects separate and distinctly different from each other? \***

If only submitting one application, answer N/A.

- Yes  
 No  
 N/A

**If applying for more than one grant award please prioritize the multiple application forms with a short description to differentiate each. \***

Note: You must complete the grant application form for each request. If an entity submits more than one request per form all requests will be disqualified. If only submitting one application, answer N/A.

## 2013 SIPA Micro-Grant Application

Please complete this online application for grant assistance from the Colorado Statewide Internet Portal Authority. Detailed information about grant criteria and qualifications can be found at [www.colorado.gov/sipa](http://www.colorado.gov/sipa).

SIPA does not save a copy of each individual EGE's application form. If an EGE wishes to save a copy of its application, the EGE should consider creating a separate document for the EGE's records.

\* Required

**Has the applicant read the Micro-Grant criteria provided by SIPA? \***

- Yes  
 No

**Is the applying organization a Colorado Eligible Governmental Entity? \***

A Colorado EGE is a State Agency, School District, Special Purpose Authority, Municipality, or County Government.

- Yes  
 No

**Does the applicant have a signed Eligible Governmental Entity Agreement with SIPA, and if not does the applicant certify one will be completed by the grant award date? \***

- Yes  
 No

**If grant funding is approved, will this request increase or enhance the adoption of e-Government cyber security initiatives and/or e-Government services by placing more information or services online? \***

- Yes  
 No

**Is the project requested sustainable and does the applicant commit to making staff available for planning purposes and associated deliverables? \***

- Yes  
 No

**Is the person signing this application an individual with authority to commit the organization? \***

- Yes  
 No

**Was "Yes" the response to each of the questions above? \***

- Yes

## 2013 SIPA Micro-Grant Application

\* Required

### Use Certification

**Do you agree, by completing this application, to use any cyber security assessments or funds awarded for the purposes described in this application and that the responsibility for appropriate disbursement of these funds is the organization's responsibility? \***

If it is determined by SIPA or any other source that the funds have been disbursed for other purposes SIPA has the right to request the return of said funds and the awarded organization shall comply with such a request.

- Yes  
 No

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## 2013 SIPA Micro-Grant Application

\* Required

### Responsibility Certification

**Do you understand that once the grants for cyber security assessments or funds for services and/or equipment are awarded and disbursed SIPA holds no further responsibility (financial or otherwise) to the organization. \***

Yes

No

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## 2013 SIPA Micro-Grant Application

\* Required

### Press Release Certification

**By selecting YES to this item you are acknowledging and agreeing to allow SIPA to use your organization's name and related grant information in press releases. \***

An organization applying for a grant must approve the use of their name for media purposes.

Yes

No

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## 2013 SIPA Micro-Grant Application

\* Required

### Update Report Certification

**Does your organization agree, if awarded a grant, to submit to SIPA by July 15, 2014, a one (1) page update on how the grant has solved the problem or situation to be addressed, impacted your organization's citizens, key objectives your organization has achieved with the grant, how the grant has aided your organization's operations, and/or the progress of the grant implementation received through SIPA? \***

The grant implementation does not need to be completed by July 15, 2014, but your organization must provide SIPA an update on the progress. SIPA will make available an online form for the submission of this information.

Yes

No

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## COUNCIL COMMUNICATION

<b>Date:</b> January 6, 2014	<b>Agenda Item:</b> 11 c i	<b>Subject:</b> Oracle Maintenance renewal for 2014
<b>Initiated By:</b> Information Technology		<b>Staff Source:</b> Jeff Konishi, Director – Information Technology

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council approved the Oracle Maintenance renewal for 2013 at the December 17, 2012 Council meeting.

### RECOMMENDED ACTION

Staff recommends that City Council approve by motion, the attached quote to issue a purchase order to Oracle to continue the annual maintenance contract for the City Enterprise Resource Planning (ERP) software.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

This contract is to insure that the support from Oracle continues for the City's financial, payroll, and human resource software. Since Oracle is a sole provider and the software is considered mission critical, there are no alternatives available and this contract would provide the only assistance if an error occurred that might affect any financial, payroll, or human resource process. The current contract will expire January 24, 2014.

### FINANCIAL IMPACT

The financial impact of this agreement is \$88,683.58 which is budgeted as an Operating Expense in the 2014 budget. The amount will be made as quarterly payments throughout the year.

### LIST OF ATTACHMENTS

Oracle Service Contract and quote for 2014 technical support services and benefits.

**ORACLE®**

28-Oct-13

Jeff Konishi  
City of Englewood  
Information Technology  
1000 Englewood Parkway  
ENGLEWOOD  
CO 80110  
United States

**RECEIVED**

OCT 28 2013

**ENGLEWOOD, CO  
OFFICE OF THE CITY ATTORNEY**

Dear Jeff Konishi

The technical support services provided under support service number 1475611 will expire, or have expired, on 24-Jan-14. Please find attached an ordering document for the renewal of these technical support services. If applicable, the attached ordering document may include technical support services that you have requested to order that are in addition to the technical support services that you are renewing.

To prevent interruption to and/ or termination of technical support services, please complete your order for the renewal of technical support services, identified in the ordering document, by issuing a form of payment acceptable to Oracle in accordance with the Order Processing Details section of the ordering document on or before 26-Dec-13.

If you have questions regarding your order or require further information, please contact me at the e-mail address or telephone number provided below.

Regards,

Amanda Leon  
Oracle Support Services  
E-mail: a

Fax:

*Reference*



**GENERAL INFORMATION**

<b>OFFER EXPIRATION</b>		<b>ORACLE:</b> Oracle America, Inc.	
<b>Support Service Number:</b> 1475611		<b>Oracle Support Sales Representative:</b> Amanda Leon	
<b>Offer Expires:</b> 24-Jan-14		<b>Telephone:</b> 3032722632	
		<b>Fax:</b>	
		<b>E-mail:</b>	
<b>CUSTOMER:</b> City of Englewood			
<b>CUSTOMER QUOTE TO</b>		<b>CUSTOMER BILL TO</b>	
<b>Account Contact:</b> Jeff Konishi		<b>Account Contact:</b> ACCOUNTS PAYABLE	
<b>Account Name:</b> City of Englewood		<b>Account Name:</b> City of Englewood	
<b>Address:</b> Information Technology 1000 Englewood Parkway ENGLEWOOD CO 80110 United States		<b>Address:</b> 1000 Englewood Parkway ENGLEWOOD CO 80110 United States	
<b>Telephone:</b>		<b>Telephone:</b>	
<b>Fax:</b>		<b>Fax:</b>	
<b>E-mail:</b> rg		<b>E-mail:</b>	

"You" and "Your" as referenced in this ordering document refers to the Customer identified in the table above.

Oracle may provide certain notices about technical support services via e-mail. Accordingly, please verify and update the Customer Quote To and Customer Bill To information in the above table to help ensure that You receive such communications from Oracle. If changes are required to the Customer Quote To and Customer Bill To information, please e-mail or fax the updated information, with Your support service number 1475611, to Your Oracle Support Sales Representative identified in the table above.

## SERVICE DETAILS

Program Technical Support Services							
Service Level: Software Update License & Support							
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Payroll - Person Perpetual	3383426	1050		FULL USE	25-Jan-14	24-Jan-15	7,052.81
Oracle Project Costing - Application User Perpetual	3383426	5		FULL USE	25-Jan-14	24-Jan-15	2,236.18
Self-Service Human Resources - Person Perpetual	3383426	1050		FULL USE	25-Jan-14	24-Jan-15	2,938.64
Internet Application Server Enterprise Edition - Processor Perpetual	3383426	4		FULL USE	25-Jan-14	24-Jan-15	8,955.96
Oracle Purchasing - Application User Perpetual	3383426	50		FULL USE	25-Jan-14	24-Jan-15	22,361.92
Internet Developer Suite - Named User Perpetual	3383426	5		FULL USE	25-Jan-14	24-Jan-15	2,798.74
Discoverer Desktop Edition - Named User Perpetual	3383426	5		FULL USE	25-Jan-14	24-Jan-15	559.74
Oracle Financials - Application User Perpetual	3383426	45		FULL USE	25-Jan-14	24-Jan-15	20,125.74
Human Resources - Person Perpetual	3383426	1050		FULL USE	25-Jan-14	24-Jan-15	7,052.81
Time and Labor - Person Perpetual	3383426	950		FULL USE	25-Jan-14	24-Jan-15	3,722.37
Oracle Financials - Application Read-Only User Perpetual	3383426	65		FULL USE	25-Jan-14	24-Jan-15	10,878.67

**Program Technical Support Fees: USD 88,683.58**

**Total Price: USD 88,683.58**

Plus applicable tax

**Please note the following:**

- If You have questions regarding the Services Details section of this ordering document, or believe that corrections are required, please contact Your Oracle Support Sales Representative identified on the first page of this ordering document.
- Please review Oracle's technical support policies, including the Lifetime Support Policy, before entering into this ordering document. If Your programs and/ or hardware are identified in Oracle's Lifetime Support policy they may move to a different services level during the term of the services purchased under this ordering document. If extended support is offered, an additional fee will be charged for such support if ordered. If You would like to purchase extended support please contact Your Oracle Support Sales Representative identified on the first page of this ordering

document.

- If Oracle accepts Your order, the start date set forth in the Services Detail table above shall serve as the commencement date of the technical support services and the technical support services ordered under this ordering document will be provided through the end date specified in the table for the applicable programs and/ or hardware.
- If any of the fields listed in the Services Detail table above are blank, then such fields do not apply for the applicable programs and/or hardware for which You are purchasing technical support services.

## **TECHNICAL SUPPORT SERVICES TERMS**

If the Customer and the Customer Quote To name identified in the General Information table above are not the same, City of Englewood represents that Customer has authorized City of Englewood to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. City of Englewood agrees that the services ordered are for the sole benefit of Customer and shall only be used by Customer. City of Englewood agrees to advise Customer of the terms of this ordering document as well as any communications received from Oracle regarding the services.

If the Customer and the Customer Bill To name identified in the General Information table above are not the same, Customer agrees that: a) Customer has the ultimate responsibility for payments under this ordering document; and, b) any failure of City of Englewood to make timely payment per the terms of this ordering document shall be deemed a breach by Customer and, in addition to any other remedies available to Oracle, Oracle may terminate Customer's technical support service under this ordering document.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which technical support has been ordered. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

Please execute and return to Your Oracle Support Sales Representative a copy of the attached Oracle Public Sector Technical Support Services Agreement (the "agreement"). You agree that the technical support services acquired under this ordering document will be governed by the terms and conditions of the agreement. Oracle acknowledges that You may have acquired such programs under a separate agreement with another company ("separate agreement"). Oracle's requirement that You sign the attached agreement is for purposes of governing the technical support services only and is not in any way superseding the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This ordering document incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this ordering document and the agreement, this ordering document shall take precedence.

---

**ORDER PROCESSING DETAILS**

Your order is subject to Oracle's acceptance. Your order is deemed to be placed when You provide Oracle with details for payment (e.g., Your purchase order or a credit card confirmation for the order as detailed below). Once placed, Your order shall be nonrefundable, except as provided in the agreement.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within NET 30 DAYS from date of invoice.

Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle. You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. Regardless of the form of payment:

- Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If City of Englewood is a tax exempt organization and is not an U.S. federal government entity, a copy of City of Englewood's tax exemption certificate must be submitted with City of Englewood's purchase order or credit card. ✓

**Purchase Order**

If the technical support services on this ordering document will be ordered and paid under a purchase order, the purchase order must include the following information:

- Support Service Number: 1475611
- Total Price: USD 88,683.58 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, City of Englewood agrees that the terms of this ordering document and the attached Oracle Public Sector Technical Support Services Agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this ordering document. ✓

Please e-mail or fax the purchase order to Oracle in accordance with the Remittance Details section below.

**Credit Card Confirmation**

If the technical support services on this ordering document will be ordered and paid under a credit card, please complete the section below and return it to Oracle in accordance with the Remittance Details section below. The credit card used to make payment must be valid for the entire support services term. Oracle will charge the credit card quarterly in arrears. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater.

\_\_\_\_\_  
Credit Card Number

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Billing Address (associated with Credit Card)

\_\_\_\_\_  
City, State, and Zip (associated with Credit Card)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

In issuing this credit card confirmation, City of Englewood agrees that only the terms of this ordering document and the attached Oracle Public Sector Technical Support Services Agreement shall apply to the technical support services ordered under this ordering document. No terms attached or submitted with the credit card confirmation shall apply.

**Remittance Details**

Purchase orders or credit card details for the technical support services ordered under this ordering document should be sent to:

Attn: Amanda Leon  
Oracle Support Services

Fax:  
E-mail:

This ordering document shall become binding upon execution by You and acceptance by Oracle.

**City of Englewood**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature Date

600.2.39

RECEIVED

ORACLE

OCT 28 2013

ORACLE PUBLIC SECTOR TECHNICAL SUPPORT SERVICES AGREEMENT

ENGLEWOOD, CO

A. Agreement Definitions

"You" and "your" refers to the individual or entity that has executed this agreement ("agreement") and ordered services from Oracle America, Inc. ("Oracle"). The term "programs" refers to the software products owned or distributed by Oracle for which you have a license, program documentation, and any program updates acquired through technical support. The term "hardware" refers to the hardware equipment (including components, options and spare parts), operating system (as defined in your configuration) and integrated software. Hardware includes hardware documentation. Operating system and integrated software include any software updates acquired through technical support. The hardware equipment or parts of it may be new or like new. The term "services" refers to technical support services which you have ordered in accordance with this agreement.

B. Applicability of Agreement

This agreement is valid for the technical support renewal order(s) which this agreement accompanies. You may place orders for services on an annual basis under this agreement for 3 years from the effective date of this agreement.

C. Rights Granted

Upon payment for services, you have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for your internal business operations anything developed by Oracle and delivered to you under this agreement. You may allow your agents and contractors to use the deliverables for such purpose and you are responsible for their compliance with this agreement. The services provided under this agreement are related to your license to use programs and/or your use of hardware, which you acquired under a separate order. The agreement referenced in that order ("order agreement") shall govern your rights and/or use of such programs and/or hardware.

D. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs, the operating system and integrated software. Oracle or its licensors retain all ownership in the intellectual property rights to the hardware. Title to hardware, excluding the operating and integrated software, will transfer upon delivery. Oracle retains all ownership and intellectual property rights to anything developed and delivered under this agreement resulting from services. All restrictions on your use of the programs and/or hardware as set forth in the agreement under which you initially acquired the programs and/or hardware, as applicable, shall apply to updates to the program(s), operating system and integrated software as part of the services acquired under this agreement.

E. Warranties, Disclaimers and Exclusive Remedies

Oracle warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

**FOR ANY BREACH OF THE ABOVE WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE REPERFORMANCE OF THE DEFICIENT SERVICES; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT SERVICES.**

**TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

F. Indemnification

If a third party makes a claim against either you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, operating system, integrated software, hardware or material ("Material") furnished by either you or Oracle ("Provider" which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense and to the extent not prohibited by law, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- gives the Provider sole control of the defense and any settlement negotiations; and

- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it. Notwithstanding the previous sentence and with respect to hardware only, if the Provider believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, the Provider may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may remove the applicable hardware (or portion thereof) and refund the net book value. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, operating system, integrated software, hardware or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) or the operating system or integrated software (as applicable) as delivered to you and used in accordance with the terms of this agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of this agreement (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of this agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.

#### **G. Technical Support**

For the programs for which you order annual technical support, such technical support (including first year and all subsequent renewal years) is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which fees for technical support has been ordered. You should review the policies prior to executing an order for the applicable services. You may access the current version of the technical support policies at <http://oracle.com/contracts>. If you decide to purchase technical support for any license within a license set, you are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if you agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If you decide not to purchase technical support, you may not update any unsupported program licenses with new versions of the program.

Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and System Support Policies in effect at the time the services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the services. The Oracle Hardware and System Support Policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which fees for Oracle Hardware and Systems Support have been ordered. You should review the policies prior to executing an order for the applicable services. You may access the current version of the Oracle Hardware and System Support Policies at <http://oracle.com/contracts>.

Technical support is effective upon the effective date of the order unless otherwise stated in your order.

#### **H. End of Agreement**

1. **Termination for Cause.** If either of us breaches a material term of this agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this agreement. If Oracle ends this agreement as specified in the preceding sentence or under Section F (Indemnification), you must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for services received under this agreement plus related taxes. If you are exempt from sales tax, Oracle will not invoice you for applicable sales tax provided a copy of a valid sales tax certificate of exemption is provided to Oracle simultaneously with the execution and return of your order. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under this agreement, you may not use those services ordered. Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

2. **Termination for Convenience.** You may terminate performance of services under this agreement for your sole convenience. In the event you elect to terminate this agreement pursuant to this provision, you shall provide Oracle written notice at least ten (10) days prior to the termination date. The termination shall be effective as of the date specified in the notice. If you end this agreement as specified in this paragraph, you agree that (i) you must pay within 30 days all amounts which have accrued prior to the end of this agreement, as well as all sums remaining unpaid for services received under this agreement; and (ii) you may not use any services ordered as of the effective date of such termination. ✓

**I. Fees and Taxes**

All fees payable to Oracle are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the services you ordered, except for taxes based on Oracle's income. Fees for services listed in an ordering document are exclusive of taxes. You agree that you have not relied on the future availability of any hardware, programs or updates in entering into the payment obligations in your ordering document; however, the preceding sentence does not relieve Oracle of its obligation to provide updates under your ordering document, if-and-when available, in accordance with Oracle's then current technical support policies.

**J. Nondisclosure**

By virtue of this agreement, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under this agreement. Confidential information shall be limited to the terms and pricing under this agreement and all information clearly identified as confidential at the time of disclosure.

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with this agreement or disclosing the confidential information as required by law; provided the receiving party gives the disclosing party reasonable notice prior to disclosing any confidential information of the disclosing party to allow the disclosing party an opportunity to seek objective relief or other such relief as may be appropriate. ✓

**K. Entire Agreement**

You agree that this agreement and the information which is incorporated into this agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this agreement. It is expressly agreed that the terms of this agreement and any Oracle order shall supersede the terms in any purchase order or other non-Oracle document and no terms included in any such purchase order or other non-Oracle document shall apply to the services ordered. This agreement and applicable order(s) may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of you and of Oracle. Any notice required under this agreement shall be provided to the other party in writing. ✓

**L. Limitation of Liability**

**NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM DEFICIENT SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT SERVICES GIVING RISE TO THE LIABILITY.**

**M. Export**

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program and/or materials resulting from

services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

**N. Other**

1. If you have a dispute with Oracle or if you wish to provide a notice under the Indemnification section of this agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood City, California, United States, 94065, Attention: General Counsel, Legal Department.
2. You may not assign this agreement or give or transfer any services or an interest in them to another individual or entity. If you grant a security interest in any services deliverables, the secured party has no right to use or transfer any services deliverables.
3. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this agreement may be brought by either party more than two years after the cause of action has accrued.
4. The Uniform Computer Information Transactions Act does not apply to this agreement or orders placed under it. You understand that Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as an Oracle subcontractor on an engagement ordered under this agreement.

**O. Force Majeure**

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for services provided.

The effective date of this agreement shall be \_\_\_\_\_, 20\_\_.

Customer Name: \_\_\_\_\_

Oracle America, Inc.

Authorized  
Signature: \_\_\_\_\_

Authorized  
Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_

## COUNCIL COMMUNICATION

<b>Date:</b> January 6, 2014	<b>Agenda Item:</b> 11 c ii	<b>Subject:</b> Street Sweeper
<b>Initiated By:</b> Public Works	<b>Staff Source:</b> Pat White, Fleet Manager Brad Hagan, Streets Maintenance Manager	

### **COUNCIL GOAL AND PREVIOUS COUNCIL ACTION**

City Council approved the purchase of a street sweeper in the 2014 Budget, and funding is available through the Capital Equipment Replacement Fund (CERF).

### **RECOMMENDED ACTION**

Staff recommends City Council approve, by motion, the purchase of 2014 Elgin Pelican Street Sweeper in the amount of \$170,240.00. Staff recommends awarding the bid to the lowest acceptable bidder, NJPA (?).

### **BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED**

The street sweeper to be replaced, unit no. 3319, a 2009 Elgin Pelican Street Sweeper meets the replacement criteria for years of service, hours of use, and maintenance dollars expended.

An invitation for bid was placed through the National Joint Power Alliance, a national cooperative contract program.

### **FINANCIAL IMPACT**

Faris Machinery through national Joint Powers Alliance provided the lowest acceptable bid of \$170,240.00. Funds are available in the Capital Equipment Replacement Fund (CERF).

### **LIST OF ATTACHMENTS**

Summary Specification Sheet  
Copy of NJPA contract  
Equipment Quote

**SERVICENTER GARAGE**

**SUMMARY SPECIFICATION SHEET  
FOR  
NEW VEHICLES**

STATE AWARD # NJPA (National Joint Powers Alliance) Contract #031710-FSC

ENGLEWOOD BID# \_\_\_\_\_

MANUFACTURER OF VEHICLE Elgin

MODEL OF VEHICLE Pelican

AIR CONDITIONING	<b>YES</b>	<b>NO</b>
AUTOMATIC TRANSMISSION	<b>YES</b>	<b>NO</b>
POWER WINDOWS	<b>YES</b>	<b>NO</b>
POWER DOOR LOCKS	<b>YES</b>	<b>NO</b>
4 WHEEL DRIVE	<b>YES</b>	<b>NO</b>
FLEX FUEL OPTION	<b>YES</b>	<b>NO</b>
CERF REPLACEMENT	<b>YES</b>	<b>NO</b>
NEW ADDITION TO FLEET	<b>YES</b>	<b>NO</b>

DEPARTMENT VEHICLE ASSIGNED TO 021003 Streets Division

COMMENTS: This unit replaces Unit 3319 a 2009 Elgin Pelican Street Sweeper that has met the replacement criteria for years of service, hours of use, and maintenance dollars expended. The cost of the new unit is \$170,240.00. The funds are available in the Capital Equipment Replacement Fund (CERF) and the purchase was approved in the 2014 budget.



888.894.1930

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## Elgin Sweeper Company

[Overview](#)[Contract Documentation](#)[Pricing](#)[Marketing Materials](#)[NJPA Contact Information](#)

### HOW TO PURCHASE

Our step-by-step guide

**Contract#:** 031710-FSC**Category:** Heavy & Utility Equipment**Sub Category:** Public Utility Equipment**Description:** Street Sweepers**Maturity Date:** 05/27/2014

Elgin Sweeper, located in Elgin, IL, is the leading manufacturer of street sweepers for municipal, contractor, airport, highway and industrial sweeping. Elgin has been designing and manufacturing quality sweeping products for nearly 100 years. We offer the broadest selection of sweepers including all variations of sweeping technology – mechanical, vacuum, regenerative air and now mechanical with vacuum assist for waterless dust suppression. Other new technologies such as PM-10 compliance, alternative fuel driven, and noise reduction are also available in select sweeper models. Street sweeping is a BMP that's recognized by the EPA for Stormwater remediation purposes.

### Vendor Contact Info

David Panizzi, Business  
Development Manager  
Direct Phone: (847)622-7153  
[Email David](mailto:Email_David)  
[www.elginsweeper.com](http://www.elginsweeper.com)



202 12th Street  
NE  
P.O. Box 219  
Staples, MN  
56479

888.894.1930

[CONTACT NJPA NOW!](#)

STATES  
LEGAL  
AUTHORITY

SITEMAP  
NAVIGATION

WEBSITE  
CREDITS

[NATIONAL COOPERATIVE CONTRACT SOLUTIONS](#)

### BECOME A MEMBER

[Member Get To Know Us](#)  
[Membership Application](#)  
[NJPA Advantage Newsletter](#)  
[Member Testimonials](#)

### BECOME A VENDOR

[Vendor Get To Know Us](#)  
[Current & Pending](#)  
[Solicitations](#)  
[Vendor Reference Guide \(PDF\)](#)



5770 East 77th Ave  
Commerce City, CO 80022  
office | 303 289 5743  
fax | 303 287 9273

2269 Commercial Blvd.  
Colorado Springs, CO 80906  
office | 719 527 1016  
fax | 719 527 1019

farismachinery.com  
772 Valley Court  
Grand Junction, CO 81505  
office | 970 242 4997  
fax | 970 242 4783

**TOUGH JOBS | TOUGH MACHINES**

## Proposal

November 18 2013

Pat White  
City of Englewood  
2800 S Platte River Dr.  
Englewood Colorado 80110

Dear Pat

We are pleased to quote prices on the following equipment:

One - Pelican Dual Steer

**Requested Options:**

- Hydraulic Level Shutdown
- Conveyor Cleanout
- Conveyor Stall Alarm
- Pelican Operator Manual
- Pelican Parts Book
- Pelican Service Book
- John Deere 4045 Parts Book
- John Deere 4045 Operator Man
- JD Power Tech man
- Pelican Diagnostic Manual
- Two Stobes With Guard
- Water Fill Hose Quick Disconnect
- A/C
- LH Side Broom Tilt With Indicator
- RH Side Broom Tilt With Indicator
- RH Bostrom Hi Back Air Ride Seat
- Hydrant Wrench
- Standard White

Price FOB Commerce City \$170,240.00

**Additional Requested Options:**

- PM10 Dust Suppression \$3,120.00
- LED Arrow Package \$1,375.00
- LED Lights in Battery Cover \$1,005.00

**Trade-In**

**Terms:** 0  
**Delivery:** 0

All prices are firm for 30 days from the date of the quote. If financed, order is subject to credit

Thank you for the opportunity of quoting this equipment.

Sincerely,



5770 East 77th Ave  
Commerce City, CO 80022  
office 303 289 5743  
fax 303 287 9273

2269 Commercial Blvd  
Colorado Springs, CO 80908  
office 719 527 1016  
fax 719 527 1019

farismachinery.com  
772 Valley Court  
Grand Junction, CO 81505  
office 970 242 4997  
fax 970 242 4783

**TOUGH JOBS | TOUGH MACHINES**

FARIS MACHINERY COMPANY

\_\_\_\_\_  
Steve Brooks

District Manager

Cell Phone # 720-612-9766

e-mail Address:

By:

\_\_\_\_\_  
City of Englewood

This order is not binding until accepted by Faris Machinery Company, and is subject to terms and conditions set forth by Faris Machinery Company. No additional conditions, agreements or modifications to the terms herein shall be accepted by Faris Machinery Company.

Quote #: 0

## COUNCIL COMMUNICATION

<b>Date:</b> January 6, 2014	<b>Agenda Item:</b> 11 c iii	<b>Subject:</b> Wheel Loader
<b>Initiated By:</b> Public Works	<b>Staff Source:</b> Pat White, Fleet Manager Brad Hagan, Streets Maintenance Manager	

### COUNCIL GOAL AND PREVIOUS COUNCIL ACTION

City Council approved the purchase of a wheel loader in the 2014 Budget, and funding is available through the Capital Equipment Replacement Fund (CERF).

### RECOMMENDED ACTION

Staff recommends City Council approve, by motion, the purchase of a L60D Wheel Loader in the amount of \$110,479.00. Staff recommends awarding the bid to the lowest acceptable bidder, Power Equipment Company.

### BACKGROUND, ANALYSIS, AND ALTERNATIVES IDENTIFIED

The wheel loader to be replaced, unit no. 3263, a 2001 Volvo L50D Wheel Loader meets the replacement criteria for years of service, hours of use, and maintenance dollars expended.

### FINANCIAL IMPACT

Funding for the purchase of a L60D Wheel Loader was approved and budgeted in the 2014 Capital Equipment Replacement Fund (CERF). Power Equipment Company provided the lowest acceptable bid of \$110,479.00.

### LIST OF ATTACHMENTS

Copy of lowest bid  
Bid Tabulation

**BID PROPOSAL**  
**#IFB-13-023**  
**Four Wheel Drive Loader**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>Qty.</u>	<u>BID PRICE</u>
1.	Four Wheel Drive Loader	1	\$ 109,763.00
2.	Operations Manuals	3	\$ 120.00
3.	Parts & Service Manual	1	\$ 100.00
<b>Total Bid</b>			<b>\$ 109,983.00</b>

Estimated date of delivery 60-90 days

**Brochures and Literature:** *Your proposal must be accompanied by descriptive literature indicating the exact items to be furnished. The term "as specified" will not be acceptable.*

Each Proposing Firm shall determine prior to submitting a Bid, that they have received all addenda issued, and will acknowledge the receipt. Receipt of copies of the following amendment(s) is (are) hereby acknowledged:

<u>Amendment No(s).</u>	<u>Date Acknowledged</u>	<u>Bidder's Signature</u>
<u>1</u>	<u>11/26/13</u>	

**ALL MATERIAL F.O.B. CITY OF ENGLEWOOD** ✓✓  
 2800 South Platte River Drive  
 Englewood, CO 80110

Price quote firm for ninety (90) days.

Exceptions: NONE

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---

BY: Andy Remmo 12/6/13  
 Name ~~(Please print)~~ Date

Signature ///  
 Municipal Sales Manager

Title  
 Power Equipment Company

Company  
 500 E. 62<sup>nd</sup> Ave, Denver, CO, 80216

Address  
303/961-8957 866/852-3382  
 Phone Fax



CITY OF ENGLEWOOD  
PURCHASING DIVISION

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**ADDENDUM NO. 1**

**IFB-13-023**  
**Four Wheel Drive Loader**

**November 26, 2013**

This Addendum number one (1) is in response to questions received. Vendor is to acknowledge receipt of this Addendum with the submission of proposal.

**Questions/Clarifications**

**The end/user department is requesting that heated seats be listed as an option if they do not come standard.**

**Question:** Do you want a mechanical or air suspension seat?

**Response:** Mechanical

**Question:** You specify hydrostatic transmission, and also power-shift transmission. Only 2 manufacturers offer a hydrostatic transmission in this size loader; Cat and Komatsu.

Deere, Volvo, Case, Terex, and Kawasaki will not be able to meet the hydrostatic specification. If you changed the spec to hydrostatic OR power-shift transmission, all would be allowed to bid?

**Response:** Hydrostatic or Power Shift will work. Bid states manufactures standard power shift with a minimum of four (4) forward speeds and two (2) reverse speed, but in first sentence stated hydrostatic drive transmission so it may not have been clear.

**Question:** Do you want single or dual lever controls for the boom and bucket?

**Response:** Dual lever controls.

**Question:** Do you want ride control on the loader, or have it quoted as an option?

**Response:** Option would be fine.

Alicia Stutz  
Procurement Specialist  
City of Englewood, Colorado

END OF ADDENDUM

**City of Englewood Bid Tabulation Sheet**

**Bid Opening Date: December 11, 2013 2:00 P.M. MST**

**Apparent Low Bidder**

**ITEM BID: IFB-13-023 Four Wheel Drive Loader**

Vendor	Receipt of Addendum 1 Y/N?	Four Wheel Drive Loader	Operations Manual X3	Parts & Service Manual	Total Bid	Exceptions:
Titan Machinery						
5750 Fairfax St						
Commerce City, CO 80022						
Michael Gauthier						
303-286-7000	Y	\$123,000.00	\$200.00	\$800.00	\$124,000.00	None listed
Wagner Equipment Company						
18000 Smith Rd						
Aurora, CO 80011						10'11" ground to top of cab.
Andy Kratt						No auto shutdown available
303-739-3000	Y	\$132,556.00	\$42.00	\$860.00	\$133,458.00	3 level warning system standard
Honnen Equipment						
5055 East 72nd Ave						
Commerce City, CO 80022						
Steve Stotz						
303-287-7506	Y	\$117,150.00	\$204.00	\$960.00	\$118,314.00	None listed
Power Equipment Company						
500 E 62nd Ave						
Denver, CO 80216						
Andy Remmo						
303-961-8957	Y	\$109,763.00	\$120.00	\$100.00	\$109,983.00	None listed