



REQUEST FOR PROPOSALS

FOR

Peer Support Team Clinical Supervision & Public Safety Counseling Services

RFP-426077

Issued 9/22/2026

Issued by:

City of Longmont

Purchasing & Contracts

Procurement Specialist: Pam Roeding, ISM-CPM, CPSD

For: City of Longmont

Public Safety and Wellness

Longmont, CO 80501

Abstract: - *The objective is to offer clinical supervision to peer support teams, provide direct counseling to members of the Public Safety Department, and conduct critical incident debriefings.*

REQUEST FOR PROPOSALS (RFP)
#RFP-426077

Procurement Specialist: Pam Roeding, ISM- CPM, CPSD
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Telephone Number: 303-651-8345

Proposals must be received electronically in the Rocky Mountain E-Purchasing System no later than October 22, 2026, prior to 2:00PM MT. Proposals will be time-stamped by the Rocky Mountain E-Purchasing System upon receipt.

The City will only accept proposals submitted in the Rocky Mountain E-Purchasing System and will not accept hardcopy proposals, or proposals submitted by any other means. If you have questions or need assistance, contact BidNet support at 800-835-4603. After uploading proposal documents, **you must click the SUBMIT button.** The City will not accept uploads that are “saved” but not “submitted”. To verify that your proposal was submitted successfully, you may contact BidNet Support or verify via the Bid Management tab in your account that the documents are not in “Draft” status.

LIVABLE WAGE REQUIRED: For new contracts for provision of services issued after January 1, 2023, contractors must pay at least a minimum livable wage \$26.18 per hour or \$54,454.40 annually, not including fringe benefits, to full-time employees of the contractor for work performed and billed under this Contract. The City may annually adjust the required livable wage to account for inflation.

Schedule of Events (subject to change)

All times are given in local Colorado time

RFP Issued: September 22, 2026
Inquiry Deadline: October 8, 2026, at 5:00PM
Final Addendum Issued: October 13, 2026, at 5:00PM
Proposal Due Date and Time: October 22, 2026, at 2:00PM

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SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background and/or Overview

In 2008, three members of the Longmont Police Department approached the former Public Safety Chief about starting a peer support team within the department. The members were concerned that the emotional and mental health well-being of police personnel needed greater focus, and that the department could support those needs in a meaningful way. The Chief supported the idea and recommended further academic and best practices research. Subsequent research revealed that peer support teams could effectively address a wide array of mental health issues and provide a critical safety net for persons experiencing stress at all intensities.

In 2010, a policy was written defining the Peer Support Team and their roles and responsibilities. The Peer Support Team marketed their team through word of mouth and passing out informational pamphlets. In 2014, a department wide staff meeting asked how the Peer Support Team might expand their reach and their services, and how to specifically help eliminate the stigma many police members attach to seeking any mental health services. Based on that conversation, a three-year strategic plan was created to address not only this issue, but to strengthen and expand the reach and impact of the team.

September 2014, the team reviewed their previous work and crafted a set of strategies to help promote and substantiate the work of the team as it moves forward. This groundwork will provide the basis for the team to complete the current strategies, as well as setting the stage for those to come. LDPS plans to revisit the strategic plan once a Clinical Supervisor is selected.

In 2015 the City of Longmont launched a Culture Change Task Force that recognized that peer support could also benefit the rest of the organization. In 2016, the policy establishing the City Peer Support Team (CPST) was approved at the same time as the Fire Division team. The CPST is made up of 11 employees throughout the city with one coordinator and one assistant coordinator. The CPST works closely with the Clinical Supervisor to address the mental health needs of a large, diverse work group.

In 2016, the Fire division of Longmont Department of Public Safety (LDPS) established and developed their peer support team. Presently, this team has 8 active members. The Police division of LDPS has 23 active members, with one coordinator and 4 assistant coordinators. The LDPS peer support teams currently work very closely together to ensure the employees of LDPS' wellness and behavioral health needs are prioritized.

LDPS peer support teams are committed to maintaining the highest level of professionalism and meeting the needs of all commissioned officers and firefighters. We pride ourselves on being more than an extracurricular committee. This is evidenced by the development of a formal strategic plan drafted in 2014 and formal evaluation efforts that were completed in 2020. The Clinical Supervisor within LDPS serves as an anchor for the peer support teams, provides critical behavioral health support and direct services to employees within the LDPS.

The City requires clinical supervision for the Peer Support teams (Police, Fire and City-wide), support for critical incidents and the provision of counseling services for commissioned police officers.

B. Objectives and/or Goals

Goal #1 - Provide clinical supervision for peer support teams.

Goal #2 - Provide direct counseling services to members of the Public Safety Department as needed.

Goal #3 - Provide critical incident debriefing.

Goal #4 – When it is identified by the peer support teams, provide 40hr. new member training.

Goal #5 – Provide organizational consulting/leadership consulting for overall wellness. Work with other stakeholders to provide overall care. Evaluate utilization of services at the end of every year to determine the effectiveness of the programming.

SECTION II. SCOPE AND REQUIREMENTS

A. Scope of Services

Role Overview

The City requires clinical supervision for the Peer Support teams (Police, Fire and City-wide), support for critical incidents and the provision of counseling services for commissioned police officers.

The following outlines essential duties expected of someone fulfilling this role:

Professional Standards and Ethics

- Adheres to best practice standards of their field.
- Person is expected to engage in ongoing professional training (related to the treatment of first responders, critical incident debriefing, clinical crisis intervention) to maintain clinical licensure.
- People are expected to follow all moral and ethical guidelines as outlined by their discipline (i.e., NASW Code of Ethics for Social Workers, APA for Psychologists, etc.).
- Any complaints or violations of ethics must be reported to LDPS immediately.
- Any observations of violations within LDPS will be discussed with Command staff and appropriate disciplinary actions taken.

Culture, Confidentiality, and Accessibility

- Creates a culture of professionalism and confidentiality while actively working to de-stigmatize behavioral health.
- Provides timely response to LDPS staff and their families when responding to inquiries for service.
- Establishes and adheres to strict confidentiality measures to ensure the protection of identification and health information of persons accessing behavioral health services.
- Creates a “culture of accessibility” where LDPS personnel feel comfortable reaching out for services as well as feel as though the provider understands the uniqueness of their roles within the community.
- Works with command staff, as appropriate, to develop and roll-out initiatives that contribute to attending to overall organizational health.
- Has a clear understanding of the work environment, schedule and culture of both police and fire Personnel.

Workers’ Compensation Considerations

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- Will not be considered a designated provider under the State of Colorado Workers' Compensation Act.
- Will be familiar with the State of Colorado Workers' Compensation Act including but not limited to Section 8-41-301.
- Will immediately refer the employee to Risk Management upon knowledge that the situation may be work related under the State of Colorado Workers' Compensation Act, will not refer the employee to any other providers and will discontinue care.

B. Period of Award

The effective date for providing the required product and services shall be from executed contract through initial expiration date, and may be renewable for 4 additional one-year periods.

If the City desires to extend the contract, not later than thirty (30) days prior to expiration, the City shall send a notice in writing to the awarded proposer requesting firm pricing for the next 12-month period. After the City evaluates the firm's pricing proposal, it will determine whether to extend the contract. All awards and extensions are subject to annual appropriation of funds. The provisions of the foregoing paragraphs with respect to extensions of the terms of the contract shall be null and void if the contract has been terminated or revoked during the initial term or any extension thereof. All decisions to extend the contract are at the option of the City.

C. Minimum Mandatory Qualifications of Proposer

1. Master's degree in social work, psychology, or similar field.
2. Must have established and demonstrable trauma expertise and at least 5 years' work experience with populations exposed to cumulative trauma; experience with first or front-line responders preferred.
3. Current license as a LCSW/LPC/LMFT in the State of Colorado and in good standing.
4. Provider also must have and maintain professional liability insurance.

SECTION III. PROPOSAL SUBMISSION AND RESPONSE FORMAT

Following are the response requirements for this RFP. To facilitate the evaluation, proposers shall submit and organize the proposal in accordance with this section. All specific response format items represent the minimum information proposers must submit. At the City's discretion, deletions or incomplete responses in terms of content or aberrations in form may render a proposal non-responsive.

A. Proposal Submission

The City will only accept proposals submitted in the Rocky Mountain E-Purchasing System (RMEPS). The City will not accept late proposals for any reason, including force majeure events and technical difficulties. It is the proposer's responsibility to submit the proposal in RMEPS prior to the Proposal Due Date and Time. Proposers who do not successfully submit a proposal by the Proposal Due Date and Time will not be eligible for evaluation.

Proposals must be submitted online through RMEPS. The City will not accept hardcopy proposals, or proposals submitted by any other means. If you have questions or need assistance with RMEPS, contact BidNet support at 800-835-4603.

Proposal file sizes cannot exceed 2 GB. Proposals should be clear, concise, and specific to the needs and conditions of this RFP. Proposers should direct questions regarding appropriate submittal material to the Procurement Specialist.

Proposal submission will include:

- One Original version of proposal, saved as a single .pdf file.
- **If desired:** One Public Viewing version of the proposal identified “FOR PUBLIC VIEWING”, in accordance with the procedure in Section IV, M of this RFP, saved as a single .pdf file.

Proposals that are at a variance with these submission requirements may not be accepted.

B. Response Format

The following items must be included in your proposal in the order listed. Deviation may render your proposal non-responsive.

1. Cover Letter

Include a cover letter introducing your company, summarizing your qualifications, and detailing:

- a. Principal contact person for this RFP, including address, telephone number, email, and website address.

2. Contract Exceptions

Any exceptions to this RFP or the Sample Contract (Attachment C), no matter how slight, must be detailed and provided as indicated in Attachment B. Significant exceptions may make your proposal nonresponsive. If variations are not stated in your proposal, it shall be construed that the proposal fully complies with the specifications, terms and conditions, solicitation documents, and attached Sample Contract. Notwithstanding the above, it is agreed and understood that the City reserves the right to reject these exceptions if they do not meet its requirements.

3. Use of Subcontractors/Partners

There may be areas for use of subcontractors or partners in this project. If you are using this approach, your proposal must list:

- a. The subcontractors/partners.
- b. Their area(s) of expertise.
- c. All other applicable information herein requested for each subcontractor/partner.

The City will contract solely with your company; therefore, subcontractors/partners remain your sole responsibility.

4. **Minimum Mandatory Qualifications**

Include an itemized description of how your company meets each of the minimum mandatory qualifications outlined in Section II, C. Failure to meet or exceed these requirements will disqualify your response.

5. **Company Information**

- a. Provide the following information: Company Name, Address, Phone Number, and Names of Principals.
- b. Identify the year in which your company was established and began providing the services specified in this RFP.
- c. If you have ever done business with the City of Longmont, list the project name, project manager, and project dates.
- d. Provide a comprehensive listing of all the services you provide.
- e. List your company's Standard & Poor's or AM Best (or comparable) rating, if applicable.
- f. Describe any pending plans to sell or merge your company.
- g. Identify any lawsuits or litigation, past or present, that your firm has been a party to.

6. **Evaluation Criterion #1 – Approach to Scope of Services and Stated Goals**

Discuss your approach, methodology, and techniques to complete the work as specified in the Scope of Services and to accomplish the following City goals:

- a. Provide clinical supervision for peer support teams (Police, Fire, and City-wide).
- b. Provide direct counseling services to members of the Public Safety Department as needed.
- c. Provide critical incident debriefing.
- d. Provide 40-hour new member training when identified by peer support teams.
- e. Provide organizational and leadership consulting that supports overall wellness, including end-of-year evaluation of service utilization and program effectiveness.
- f. Your response should be specific, logical, and organized. In addition, proposers must:
- g. Address their capability to clearly communicate findings and recommendations.
- h. Describe project approaches or ideas that enhance service quality or advance the stated goals.
- i. Provide a proposed timeline and schedule for major events, including supervision sessions, counseling availability, incident response, training delivery, and annual evaluation activities.

- j. Describe how the work plan will be managed effectively to ensure the successful fulfillment of the City's goals. Include how quality control will be handled.

7. **Evaluation Criterion #2 – Company and Personnel Qualifications**

Specify the professional staff assigned to this project and demonstrate how their qualifications support successful execution of the City's goals listed above. Include:

- a. Names, titles, work locations, professional experience, and qualifications.
- b. Individual roles and responsibilities in relation to clinical supervision, trauma-informed counseling, critical incident response, peer support training, and organizational wellness consulting.
- c. Identification of the day-to-day contact for the City.
- d. Length of time your company has provided these services.
- e. Compensation structure and use of incentives, if any.
- f. References for at least three similar accounts.
- g. Description of your company's disaster recovery plan for maintaining continuity of critical services such as counseling availability and incident response.

8. **Evaluation Criterion #3 – Value/Cost of Efforts**

Provide a cost for the services and products broken down per task listed under the Scope of Services. Show a breakdown of all reimbursable expenses required to complete the work, if applicable.

- a. Clinical supervision services.
- b. Counseling services.
- c. Critical incident debriefings.
- d. 40-hour peer support training sessions.
- e. Organizational consulting and annual effectiveness evaluations.
- f. Include breakdowns of reimbursable expenses, subcontractor/partner costs, hourly rates
- g. Fees must be a fixed price for the initial term of the contract. For subsequent renewal options, provide a maximum percentage price escalation. The City will not consider annual increases in excess of appropriate inflationary indices.

9. **Evaluation Criterion #4 – Contract Exceptions.**

- a. Fully list and describe any exceptions you take to this RFP or the Sample Contract. Responses with no exceptions will receive all possible points, and the number and impact of other exceptions will be scored accordingly.

10. **Proposal Acknowledgement.** This required form is included as Attachment A.

SECTION IV. ADMINISTRATIVE INFORMATION

A. Process Subject to Purchasing Code

The Request for Proposal process shall be conducted subject to the Purchasing Code, Chapter 4.12 of the Longmont Municipal Code, (LMC).

B. Issuing Office

The City's Procurement Specialist listed herein is to be the sole point of contact concerning this RFP. Proposers shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.

C. Official Means of Communication

All official communication from the City to proposers will be via postings on an electronic solicitation notification system, Rocky Mountain E-Purchasing System (RMEPS), bidnetdirect.com/city-of-longmont. The Procurement Specialist will post notices that will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of award. It is incumbent upon proposers to carefully and regularly monitor the RMEPS for any such postings.

The City of Longmont does not guarantee accurate information obtained from sources other than RMEPS.

D. Inquiries

Prospective proposers may make written inquiries before the written inquiry deadline concerning this RFP to obtain clarification of requirements. The City will not accept inquiries after the deadline. Submit inquiries regarding this RFP via RMEPS.

The City will publish responses to proposers' inquiries as an addendum on RMEPS in a timely manner. Proposers cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFP.

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

E. Addenda

Any explanations or corrections shall be made as Addenda to the documents and shall be published on RMEPS for all prospective proposers. Proposers shall acknowledge receipt of all Addenda in the appropriate spaces provided in the Proposal Acknowledgement. Oral explanations and interpretations made prior to the Proposal Due Date and Time will not be binding.

F. Proposal Forms

1. A person who submits a proposal and affixes "President," "Secretary," "Agent," or other designation to his or her signature, without disclosing the principal, may be personally held to the proposal.

2. The City will not consider more than one proposal from an individual, firm, partnership, or corporation under the same or different names. Evidence that any proposer is interested in more than one proposal for the same work will be cause for rejection of all such proposals. Collusion between the proposers will be considered sufficient cause for the rejection of all affected proposals. A party quoting prices to a proposer is not thereby disqualified from quoting prices to other proposers or from submitting a direct proposal on the proposer's own behalf.

G. Insurance

The awarded proposer will be required to, at its own cost, secure and continuously maintain through the term of the contract the minimum insurance coverages listed below, with forms and insurers acceptable to City. In addition, the awarded proposer will be required to maintain such coverages for the insurance listed in paragraphs 1, 3 and 4 below for two additional years. For any claims-made policy, awarded proposer shall include the necessary retroactive dates and extended reporting periods to maintain continuous coverage.

1. General liability, including contractual liability, of at least \$1,000,000 per occurrence plus an additional amount adequate to pay related attorney's fees and defense cost. Coverage shall include bodily injury, property damage, personal injury, and contractual liability.
2. Comprehensive Automobile Liability with minimum limits for bodily injury and property damage coverage of at least \$1,000,000 per each occurrence plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of awarded proposer's owned, hired or non-owned vehicles assigned to or used in performance of the contract.
3. Professional Liability/Errors and Omissions for at least \$1,000,000.
4. Workers' Compensation according to the Workers' Compensation Act of the State of Colorado and Employer's Liability with limits of at least \$500,000.
5. The required general liability and comprehensive automobile liability policies shall contain endorsements to include City and its officers and employees as additional insureds. The required professional liability and workers' compensation policies or coverages shall not contain endorsements including the City, its officers or employees as additional insureds. Every policy required above shall be primary insurance. Any insurance or self-insurance benefits carried by City, its officers, or its employees, shall be excess and not contributory to that provided by awarded proposer.
6. Awarded proposer shall, upon request, provide City a certified copy of each required policy.
7. As evidence of the insurance coverages required by the contract, before beginning work under the contract, the awarded proposer shall furnish certificates of insurance certifying that at least the minimum coverages required here are in effect and specifying the liability coverages (except for professional liability) are written on an occurrence form to:

City of Longmont

350 Kimbark Street
Longmont, CO 80501
Attention: Procurement Specialist

With the exception of professional liability and workers' compensation, policy or policies providing insurance as required will defend and include the City, its council, officers, agents and employees as additional insureds on a primary basis for work performed under or incidental to the contract.

8. Only insurance written by insurance companies authorized to do business in Colorado complies. If awarded proposer is self-insured under the laws of the State of Colorado, awarded proposer shall provide appropriate declarations and evidence of coverage.
9. Awarded proposer shall not cancel, change, or fail to renew required insurance coverages. Awarded proposer shall notify City's Risk Manager of any reduction or exhaustion of aggregate limits, which City may deem to be a breach of the contract.
10. The City relies on, and does not waive or intend to waive, by any provision of the 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 parties, their officers, or their employees.
11. If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 72 months.
12. Awarded proposer shall not cancel, non-renew or cause insurance to be materially changed or replaced by another policy without prior approval by City.

H. Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by the proposer prior to the established due date and time.

I. Minor Informalities

Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that the City can waive or correct without prejudice to other proposers. The Procurement Specialist may waive such informalities or allow the proposer to correct them depending on which is in the best interest of the City.

J. Responsibility Determination

The City will make awards only to responsible proposers. The City reserves the right to assess proposer responsibility at any time in this RFP process and may not make a responsibility determination for every proposer.

K. Acceptance of RFP Terms

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person legally authorized to execute contractual obligations on behalf of the proposer shall indicate acknowledgment of this condition. A proposal in response to this RFP acknowledges acceptance by the proposer of all terms and conditions as set forth herein. The proposer shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. The City will deem a failure to waive any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

L. Protested Solicitations and Awards

Any actual or prospective proposer aggrieved in connection with the solicitation or award of a contract may submit a written protest to the Purchasing and Contracts Manager. Actual or prospective proposers shall submit protests within three calendar days of the date they learned of or reasonably should have learned of facts giving rise to the protest. A protest based upon restrictive specifications or alleged improprieties in the RFP must be filed no later than three calendar days prior to Due Date and Time for proposals, unless the aggrieved party did not know and should not have known of the facts giving rise to such protest prior to three days before the closing date for proposals.

M. Confidential/Proprietary Information

The City neither requests nor encourages the submission of confidential/proprietary information in response to this RFP. All proposals will be confidential until the City awards and fully executes a contract with the successful proposer. At that time, all proposals and documents pertaining to the proposals will be open for public inspection, except for the material that is proprietary or confidential.

Proposers can make a request for confidentiality to the Procurement Specialist if the submission is in accordance with the following procedure. This is the *sole responsibility* of the proposer. The Procurement Specialist is not required to attempt to cure any information that is at a variance with this procedure, and the City may not give the proposer an opportunity to cure any variances after proposal submission. **The City will not consider a proposal in its entirety nor proposal price information to be confidential/proprietary.** Proposers with questions about the application of this procedure should direct inquiries to the Procurement Specialist listed in this RFP.

Procedure for Submitting Proprietary or Confidential Information:

1. The proposer will submit one additional complete proposal clearly marked "FOR PUBLIC VIEWING." In this version of the proposal, the proposer will black out all text and/or data that it wishes the City to consider confidential and denote the information as "proprietary" or "confidential".
2. A written description will accompany the "FOR PUBLIC VIEWING" copy of the proposal identifying the material that the proposer considers proprietary or confidential. Specific reasoning for why each item is to remain confidential, other than recitation of a specific state or federal statute, is required.
3. When a proposer submits a "FOR PUBLIC VIEWING" version of their proposal, that version will be open to the public while the City will maintain the original version of the proposer's proposal as confidential material.

The Procurement Specialist may declare a proposal that is at variance with this procedure non-responsive and such proposal may not be considered.

N. Acceptance of Proposal Content

The contents of the proposal (including persons specified to implement the project) of the awarded proposer shall become contractual obligations into the contract award. Failure of the awarded proposer to perform in accordance with these obligations may result in cancellation of the award and the City may remove such proposer from future solicitations.

O. RFP Cancellation

The City reserves the right to cancel this RFP at any time, without penalty.

P. Negotiation of Award

In the event that the City only receives one responsive proposal, the City reserves the right to negotiate the award for the services with the proposer in lieu of accepting the proposal as is.

Q. Contract

A sample copy of the contract the City will use for the services specified in this RFP is included as Attachment C for your review. The contract is only a sample and proposers are not to complete it at this time. Please note in your proposal any requests for exceptions and modifications to the contract. Significant exceptions or modifications to the contract may be reason for considering a proposal nonresponsive.

R. Proposals

1. **Irregular Proposals:** Proposals may be rejected if they show any omission, alteration of form, additions not called for, conditional Alternates, or irregularities of any kind which, in the opinion of the City, tend to make the proposal indefinite or ambiguous. The City will reject proposals with prices which are obviously unbalanced as determined by the Purchasing and Contracts Manager. Contracts will be awarded only to responsible proposers capable of performing the class of work contemplated.
2. **Collusion:** Proposals will be rejected if there is reason for believing that collusion exists among the proposers. Participants in such collusion are subject to suspension and debarment pursuant to the Purchasing Code.
3. **Qualification of Proposers:** For certain projects, the City may require potential proposers to submit information regarding the proposer's qualifications in addition to the information provided in the Proposal Submittal documents. The requirement for such information will be identified in the Request for Proposal or elsewhere in the Proposal Documents. Any information requested by or on file with the City may be used to qualify or disqualify potential proposers.

S. RFP Response/Material Ownership

All material submitted regarding this RFP becomes the property of the City of Longmont, unless otherwise noted in the RFP.

T. Incurring Costs

The City is not liable for any cost incurred prior to issuance of a legally executed contract and/or an official City purchase order.

U. Utilization of Award by Other Agencies

The City reserves the right to allow other state and local governmental agencies, political subdivisions, and/or school districts to use the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the City in the current term or in any future terms.

V. Non-Discrimination

The proposer shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

W. News Releases

Neither the City, nor the proposer, shall make news releases pertaining to this RFP prior to execution of the contract without prior written approval of the other party. The City's Public Information Office provides written consent on the City's behalf.

X. Certification of Independent Price Determination

1. By submission of this proposal each proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
 - a. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the Proposal Due Date and Time, directly or indirectly, to any other proposer or to any competitor; and
 - c. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
2. Each person signing the Proposal Acknowledgement form of this proposal certifies that:

- a. He is the person in the proposer's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
 - b. He is not the person in the proposer's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.
3. A proposal will not be considered for award where (1)(a), (1)(c), or (2) above has been deleted or modified. Where (1)(b) above has been deleted or modified, the proposal will not be considered for award unless the proposer furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the City's Purchasing and Contracts Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.

Y. Taxes

Pursuant to § 39-26-114, C.R.S. and §§ 4.04.090 and 4.04.290, Longmont Municipal Code as amended, the City of Longmont is exempt from paying sales or use taxes. Materials and equipment purchased solely for City projects, that will become a permanent part of the final project, are tax exempt. Contractors and all subcontractors must obtain their own tax-exempt number and certificate of exemption from the Colorado State Department of Revenue for each project. The Contractor must furnish a copy of such certificate to the City before purchasing any materials or beginning any Work. The City will furnish its tax-exempt numbers for the Contractor to reference when applying for its own tax-exempt number.

Z. Assignment and Delegation

Neither party to any resulting contract may assign or delegate any portion of the contract without the prior written consent of the other party.

AA. Availability of Funds

Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the City.

BB. Standard of Conduct

The awarded proposer shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

The City may request that the awarded proposer immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
3. Theft, vandalism, immoral conduct or any other criminal action.
4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.

Agents and employees of the awarded proposer working in City facilities shall present a clean and neat appearance. The City reserves the right to require each employee of the awarded proposer working in a City facility to wear an ID badge or uniform identifying: the company by name, the first name of the employee, and a photograph of the employee if using an ID badge. In these instances, each employee shall wear or attach the ID badge to the outer garments at all times.

CC. Damages for Breach of Contract

In addition to any other legal or equitable remedy the City may be entitled to for a breach of the resulting contract, if the City terminates the contract, in whole or in part, due to the awarded proposer's breach of any provision of the contract, the awarded proposer shall be liable for actual and consequential damages to the City.

DD. Right to Inspect

The City may, at reasonable times, inspect the part of the plant, place of business or worksite of the proposer or the proposer's subcontractors at any tier which is pertinent to the performance of the award of the Contract.

EE. Laws to be Obeyed

Proposer shall familiarize themselves with the provisions of the laws of the State of Colorado and the Federal Government, and with all local laws and all regulations made which are pertinent to the proposed work and shall comply with the same.

FF. Equal Opportunity

Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, or national origin, or other reason prohibited by applicable federal, state or local law, ordinance or regulation. Proposer shall abide by all federal laws in effect during the Contract period which govern Equal Opportunity Employment.

GG. Other Statutes

1. The signatory hereto avers that he is familiar with Colorado Revised Statutes, 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation of such provisions is present.

2. The signatory hereto avers that to his knowledge, no City of Longmont employee has any personal or beneficial interest whatsoever in the service or property described herein. See C.R.S. 24-18-201 and C.R.S. 24-50-507.

HH. Local and Small Business Preference

Effective for solicitations issued on or after October 6, 2009, the City of Longmont purchasing code (L.M.C. 4.12.190) establishes a preference for doing business with local and small, local companies. The following applies to this RFP process:

1. Local businesses will receive a 5% preference in the scoring of proposals.
2. Small Local businesses will receive a 2.5% preference in addition to the local business preference.

Applicable definitions are as follows:

“Local” means an active business that: (1) has an unrevoked Longmont sales and use tax license, (2) has a physical location with at least one employee operating legally within the Longmont city limits, and (3) is not delinquent in any payment or filing obligation related to City taxes.

“Small Local” means that proposer is a “Local” business with 35 or fewer employees. *In order to qualify as small, you must first qualify as local.*

Proposers who meet these criteria must certify themselves as such on the Proposal Acknowledgement form. Where applicable, the percentage increase will be an adjustment to the total score for the proposal.

II. Livable Wage Required

For new contracts for the provision of services issued after January 1, 2026, the awarded proposer must pay at least a minimum livable wage of \$26.18 per hour or \$54,454.40 annually, not including fringe benefits, to full-time employees of the awarded proposer for work performed and billed under the resulting contract. The City may annually adjust the required livable wage to account for inflation. This requirement will not apply to contracts exempt from the Purchasing Code (L.M.C. §4.12) or when using non-City funds.

Proposer certifies that it will comply with this wage requirement. The minimum livable wage requirement shall be binding upon the assignees and successors in interest of the resulting contract.

JJ. Accessibility

Awarded proposer shall comply with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Colorado Governor’s Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S. Awarded proposer shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

KK. Background Check and Disqualification

Because of the nature of the scope and requirements herein for the City, the awarded vendor, at their expense, must conduct, or have previously conducted a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the City. Background checks are to be conducted through an independent background check third-party and must include the following:

- Social Security Number Trace;
- Federal Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
- Colorado Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
- Criminal Records from other States if the employee disclosed, or the background check identifies, that the employee lived in another state in the last seven years (includes wants, warrants, arrests, convictions, and incarcerations); and
- National Sexual Offender Registry Search.

The background check shall include all convictions for the last seven years and may include additional convictions beyond seven years when permitted and/or required by law.

Because of the sensitive nature of the work proposed within this solicitation, the City shall automatically disqualify from employment under this contract persons with certain felony or misdemeanor convictions. The disqualifying convictions will depend on federal and state requirements, and the specific needs of the department where work will be completed. Alternatively, the City may require that a fidelity bond, or such other assurance in such amount as deemed appropriate, be provided to the City as a condition precedent to grant permission where an employee's prior conviction would otherwise preclude their participation under the contract.

All Contractor employees are required to self-disclose to the Contractor any criminal charges and convictions and nolo contendere pleas (not contest pleas) that occur while providing services to the City within three business days of the conviction, charge, or plea. Contractor is required to inform the City of any criminal charges or convictions or nolo contendere pleas (no contest pleas) that arise while an employee is on assignment with the City. Contractor must inform the City within one business day of the Contractor having knowledge of the charge, conviction, or plea. The City will determine, in its sole discretion, whether the employee will remain on a City assignment.

Contracts for work at the following locations require NCIC background checks:

- Longmont Safety and Justice Center
- Police Substations
- Fire Stations

Contractors will be provided badges cards for each facility. Contractors are not allowed to share cards to provide services. The background check(s) must be conducted successfully prior to initial access and/or involvement by employees. Employees who separate from the Contractor's employment must undergo another background check prior to renewed access and/or involvement in providing services to the City. The City also maintains the right to audit the Contractor's background check process, to ensure compliance with City standards, at any time. Additionally, failure by the Contractor to comply with the terms of this Section may result in the termination of its contract with the City.

All work to be completed under this Contract will require that each person working on-site Longmont Safety and Justice Center, police substations, fire stations, and all other secure facilities within the City that has CJIS information, including all sub-Contractors, to have completed CJIS Security Awareness

Training. The CJIS Security Policy written and maintained by the Federal Bureau of Investigation is the standard by which all criminal justice agencies nationwide must protect the sensitive data they possess and share with authorized entities. The policy outlines requirements such as personnel security, training, encryption, physical security, media protection, access control, construction, and more.

The CBI CJIS Vendor Management Program is designed to help vendors and criminal justice agencies achieve and maintain compliance more easily by providing an easier fingerprinting/vetting process, assisting with the required training, sharing audit findings, and offering resources for questions about CJIS security.

Please register with the CJIS Access Vendor Program prior starting any work:

CJIS Access Vendor Program – Through Colorado Bureau of Investigation (CBI)

To complete the process through the Colorado Bureau of Investigation (CBI) vendor program. Vendors can review the requirements at <https://cbi.colorado.gov/sections/cjis-security/cjis-vendor-management-program/cjis-access-vendors>. Vendors shall follow the steps outlined on the website. This process allows individuals to complete the fingerprinting at any number of locations throughout the metro and Front Range areas.

SECTION V. EVALUATION AND AWARD

A. Proposal Evaluation

A committee will evaluate proposals submitted in response to this RFP in accordance with the criteria described in section III, B and as listed below. The City will tabulate total scores and will award the contract to the proposer whose proposal is most advantageous to the City.

The City may request an interview, presentation and/or demonstration by short-listed proposers prior to award. However, an interview, presentation and/or demonstration may not be requested, and therefore, complete information should be included with your proposal. If the City requests presentations by short-listed proposers, committee members may update individual scores for the firms interviewed based on clarifications received, in the context of the identified evaluation criteria.

In preparing responses, proposers should describe in detail how they propose to meet the specifications as detailed in the previous sections. The evaluation committee will apply specific factors to proposal information to assist the City in selecting the most qualified proposer for this contract. Evaluation criteria, in order of relative importance, are as follows:

1. Approach to Scope of Services and Stated Goals
2. Qualification of Proposer
3. Value/Cost of Efforts
4. Exceptions to Contract

B. Determination of Responsibility of the Proposer

The City of Longmont awards contracts to responsible proposers. The City reserves the right to make its proposer responsibility determination at any time in this RFP process and may not make a responsibility determination for every proposer.

The City of Longmont's Municipal Code defines a "responsible proposer" as one who is "capable in all respects of fully performing the contract requirements and possessing the integrity and reliability to assure good faith performance." The City reserves the right to request information it deems necessary to determine a proposer's responsibility. If the proposer fails to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the proposer non-responsible if such failure is unreasonable.

C. Acceptancy of Proposal and Its Effects

The City will act upon the proposals with reasonable promptness after they are due. The acceptance of a proposal will be a written Notice of Award signed by the duly authorized representative of the City. No other act of the City shall be necessary to constitute acceptance of a proposal. The acceptance of a proposal binds the successful proposer to execute the required Contract and take all action necessary to fulfill the Contract.

ATTACHMENT A: PROPOSAL ACKNOWLEDGEMENT
RFP-426077

1. Proposer hereby acknowledges receipt of addenda numbers ____ through ____ . ☐ N/A
2. Proposer hereby certifies that the following purchasing preferences apply:
 - ☐ Proposer is a "Local Business" where "Local" means an active business that: (1) has an unrevoked Longmont Sales and Use Tax License, (2) has a physical location with at least one employee operating legally within the Longmont city limits, and (3) is not delinquent in any payment or filing obligation related to City taxes. *Proposer status will be verified by City staff.*
 - ☐ Proposer is a "Small Local Business" which means a Local Business, as defined above, **and** has 35 or fewer employees.
 - ☐ Neither Local nor Small Local Business as defined above.

Falsifying this information is cause to deem your proposal nonresponsive and therefore ineligible for consideration. In addition, falsification of this information is cause to cancel a contract awarded based on one or both of the above preferences. City staff will verify proposer status.

As a proposer for the above-identified project, by signing below, you agree to all terms & conditions in this RFP, except where expressly described in your cover letter.

Signature by Authorized Officer/Agent

Company Tax ID Number (FEIN)

Type or Print Name of Person Signing

Company Name

Title

Phone Number

Mailing Address

Fax Number

City, State, Zip

Proposal Valid Until (at least for 90 days)

E-Mail Address

Date Submitted

Proposer is organized as a: ☐Corporation ☐LLC ☐Partnership ☐Sole Proprietor ☐Other _____

If a corporation, the state where it is incorporated _____

ATTACHMENT B: CONTRACT EXCEPTIONS

Check One:

- ☐ There are no exceptions taken to any of the terms, conditions, specifications, solicitation documents, or the contract.
- ☐ There are exceptions taken to the terms, conditions, specifications, solicitation documents or contract which are clearly detailed and attached to this Exhibit.

NOTE: All potential proposers are advised that exceptions taken may be considered during the evaluation phase which may affect the final scoring of proposals. Proposers stipulating that the City must use their contract or agreement may be determined non-responsive and their proposal determined unacceptable.

The following contract terms are considered unacceptable and non-negotiable by the City:

- Limitation of Liability for death, bodily injury, or damage to tangible property (including data)
- Indemnification by the City
- Binding Arbitration
- Governing Law other than the State of Colorado

Original Signature by Authorized Officer/Agent

Type or Print Name of Person Signing

Company Name

Title

ATTACHMENT C: SAMPLE CONTRACT

CITY OF LONGMONT, COLORADO PROFESSIONAL SERVICES AGREEMENT

The parties, the City of Longmont, Colorado (City), a municipal corporation, and [Enter Consultant Name, then press F11 to proceed] (Consultant), a [Enter Consultant's legal entity, e.g. Colorado Corporation, then press F11 to proceed], whose address is [Enter Consultant's address, including street, city, state & zip, then press f11 to proceed], make this Agreement this {{ \$d }} day of {{ \$m }}, {{ \$y }}, at the City of Longmont, Colorado, considering the following facts and circumstances:

2 RECITALS:

1. City desires to use the services of Consultant outlined in Consultant's Proposal; and;
2. Consultant has agreed to provide the Services outlined in its Proposal, on the terms and conditions stated in this Agreement;
3. Under Longmont Municipal Code, § 4.12.150, the Purchasing and Contracts Division has, before award, approved use of a negotiated contract without formal or informal bidding, under the following authority:[Delete this paragraph, if work was bid, then press f11 to proceed]
 - 2.3.1 City Share Contracts. City share contracts which include contracts with developers for the construction of public improvements where the City shares in the cost of construction as required by the code or as the result of an annexation agreement or a similar agreement in kind or the City determines that it is in the best interest of City to share in the cost:[Delete this paragraph, if inapplicable, then press f11 to proceed]
 - 2.3.2 Extension of Existing Contract. A vendor offers to extend an existing contract under the same conditions and at the same or lower price, and such extension is in the best interest of the City. As used in this section, the term "price" may be deemed "the same or lower" if the price from the previous contract will be increased in the extension only in an amount equal to an inflationary factor as determined by acceptable indices or criteria:[Delete this paragraph, if inapplicable, then press f11 to proceed]
 - 2.3.3 Reduced Total Cost. Closer location, more advantageous time allowances or similar variable factors can reduce the total cost of the product or service:[Delete this paragraph, if inapplicable, then press f11 to proceed]
 - 2.3.4 Lack of Specifications. It is not feasible to prepare definite, certain and precise written specifications:[Delete this paragraph, if inapplicable, then press f11 to proceed]
 - 2.3.5 No Response. Formal competitive bidding procedures have failed to provide sufficient responsible bidders:[Delete this paragraph, if inapplicable, then press f11 to proceed]
 - 2.3.6 Sole Source. The using department or agency determines, in writing, after a good-faith review of available sources, only one specific source is known to exist for the required supplies or services (sole source) and the purchasing and contracts manager concurs in writing:[Delete this paragraph, if inapplicable, then press f11 to proceed]
 - 2.3.7 Open Purchase Orders. In order to deal with emergencies or reduce down time of equipment and projects, open purchase orders may be negotiated with selected vendors or contractors:[Delete this paragraph, if inapplicable, then press f11 to proceed]

- 3 **CONTRACT:** This Agreement is a Contract, representing the entire and integrated agreement between the parties and supersedes any prior negotiations, written or oral representations and agreements. The Agreement incorporates the following Contract Documents. In resolving inconsistencies between two or more of the Contract Documents, they shall take precedence in the order enumerated, with the first listed Contract Document having highest precedence.

The Contract Documents, except for Modifications issued after execution of this Agreement, are:

1. Change Orders;
2. Notice to Proceed;
3. This Agreement
4. The following Addenda, if any:

Number	Date	Pages
[Enter addenda, dates, pages, then press f11 to proceed]		

5. The following Special Conditions of the Contract, if any:

Document	Title	Pages
[List special conditions, then press f11 to proceed]		

6. Notice of Award
7. Request for Proposals, containing [Enter number of pages in RFP, then press f11 to proceed] pages, dated [Enter date of RFP, then press f11 to proceed].
8. Consultant's Proposal, containing [Enter number of pages in proposal, then press f11 to proceed] pages, dated [Enter proposal date, then press f11 to proceed].
9. Performance, and Payment Bonds
10. Insurance Certificates

[List here any other documents forming part of the Contract, then press f11 to proceed]

- 4 **SCOPE OF SERVICES:** Consultant shall provide and furnish at its own cost and expense all materials, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to provide its Services in strict accordance with the conditions and prices stated in the Contract Documents.
- 5 **BEGINNING WORK AND COMPLETION SCHEDULE:** The Consultant shall begin services under this Contract upon receiving City's notice to proceed. Consultant shall timely perform its Services, according to the Performance Schedule attached to and incorporated into this Contract or as otherwise directed by City.
- 6 **PRICE:** The City will pay Consultant for the performance of this Agreement, a total of [Enter price, then press f11 to proceed], as the Price for the total Services performed as stipulated in Consultant's Proposal. This Agreement does not create a multiple fiscal year direct or indirect debt or other financial obligation. Each request for service shall incur a concurrent debt for that request only. All financial obligations of the City under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations.
- 7 **TIME OF PAYMENTS TO CONSULTANT:** The Consultant shall bill its charges to the City periodically, but no more frequently than once a month. Each bill shall contain a statement of the time the primary employees

spent on the Project since the previous bill, a brief description of the Services provided by each such employee, and an itemization of direct expenses. The City will pay each such bill, which it finds to be in accordance with this Agreement within forty-five days of its receipt. If City questions any part of a bill, finds any part of a bill does not conform to this agreement, or claims the right to withhold payment of any part of a bill, it will promptly notify Consultant of the question, nonconformity or reasons for withholding.

8 QUALIFICATIONS ON OBLIGATIONS TO PAY: No partial payment shall be final acceptance or approval of that part of the Services paid for, or shall relieve Consultant of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, City may withhold any payment (whether a Progress Payment or Final Payment) to Consultant under the following conditions:

1. Consultant fails to promptly pay all bills for labor, material, or services of consultants furnished or performed by others to perform Services.
2. Consultant is in default of any of its obligations under this Agreement or any of the Contract Documents.
3. Any part of such payment is attributable to Services not conforming to this Agreement. (City will pay for any part attributable to conforming Services).
4. City, in its good faith judgment, determines that the compensation remaining unpaid will not be sufficient to complete the Services according to this Agreement.

9 CONSULTANT'S DUTIES:

1. City enters into this Agreement relying on Consultant's special and unique abilities to perform the Services. Consultant accepts the relationship of trust and confidence established between it and the City by this Agreement. Consultant will use its best efforts, skill, judgment, and abilities. Consultant will further the interests of City according to City's requirements and procedures, according to high professional standards.
2. Consultant has and will undertake no obligations, commitments, or impediments of any kind that will limit or prevent its performance of the Services, loyally, according to the City's best interests. In case of any conflict between interests of City and any other entity, Consultant shall fully and immediately disclose the issue to City and, without City's express approval, shall take no action contrary to City's interests.
3. Consultant's Services under this Agreement shall be of at least the standard and quality prevailing among recognized professionals of expert knowledge and skill engaged in the Consultant's same profession under the same or similar circumstances.
4. Consultant's work, including drawings and other tangible work products provided to City, will be accurate and free from any material errors, and will conform to the requirements of this Agreement. City approval of defective drawings or other work shall not diminish or release Consultant's duties, since City ultimately relies upon Consultant's skill and knowledge.
5. The Contract Documents determine whether the Consultant's Scope of Services includes detailed independent verification of data prepared or supplied by City. Consultant will, nevertheless, call to City's attention anything in any drawings, plans, sketches, instructions, information, requirements, procedures, or other data supplied to Consultant (by the City or any other party) that Consultant knows, or reasonably should know, is unsuitable, improper, or inaccurate for Consultant's purposes.
6. Consultant shall attend such meetings on the work stated in this Agreement, as City requires. City will give reasonable notice of any such meetings, so Consultant may attend. City will pay for any meeting time exceeding Consultant's total estimate of included hours, according to Consultant's fee schedule attached to Consultant's proposal.

7. As applicable state and federal laws may require, Consultant will assign only persons duly licensed and registered to do work under this Agreement.
8. Consultant shall furnish efficient business administration and superintendence and perform the Services in the most efficient and economical manner consistent with the best interests of City.
9. Consultant shall keep its books and records for Services and any reimbursable expenses according to recognized accounting principles and practices, consistently applied. Consultant shall make them available for the City's inspection at all reasonable times. Consultant shall keep such books and records for at least three (3) years after completion of the Services.

10 CITY'S DUTIES:

1. City will provide full information to the Consultant on the City's requirements in a timely manner.
2. City will assist the Consultant by providing such pertinent information available to City, including maps, studies, reports, tests, surveys and other data, as Consultant specifically requests.
3. City will examine all tests, reports, drawings, specifications, maps, plans and other documents presented by the Consultant to City for decisions. City will obtain the advice of other consultants, as the City thinks appropriate. City will give decisions to the Consultant in writing within a reasonable time.
4. City will appoint a person to act as City's representative on this Agreement. This person will have authority to issue instruction, receive information, interpret and define the City's policies and decisions on the Consultant's Services.
5. City will give prompt written notice to the Consultant when the City notices any development that affects the scope or timing of the Services.

11 USE OF FINAL PRODUCT: Consultant may have limited involvement after the completion of this Agreement and lacks control of the future use of Consultant's work. Except for deficiencies in Consultant's performance under this Agreement, future use and interpretation of Consultant's work is at the risk of City or other users.

1. The Consultant will keep record copies of all work product items delivered to the City.

12 OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS: All drawings, specifications, computations, sketches, test data, survey results, renderings, models, and other materials peculiar to the Services of Consultant or Consultant's consultants under this Agreement are property of City, for its exclusive use and re-use at any time without further compensation and without any restrictions. Consultant shall treat all such material and information as confidential, and Consultant shall neither use any such material or information or copies on other work nor disclose such material or information to any other party without City's prior written approval. Upon completion of Services, or at such other time as the City requires, Consultant shall deliver to the City a complete, reproducible set of all such materials. For copyright ownership under the Federal Copyright Act, Consultant conveys to City and waives all rights, title and interest to all such materials in written, electronic or other form, prepared under this Agreement. City shall have worldwide reprint and reproduction rights in all forms and in all media, free of any claims by the Consultant or its consultants and subcontractors. The City's rights, granted above, in drawing details, designs and specifications that are Consultant's standard documents for similar projects, and in Consultant's databases, computer software and other intellectual property developed, used or modified in performing Services under this Agreement are not exclusive, but joint rights, freely exercisable by either the City or the Consultant.

All design documents, including drawings, specifications, and computer software prepared by Consultant according to this Agreement comprise Consultant's design for a specific Project. Neither party intends or represents them as suitable for reuse, by City or others, as designs for extension of that same Project or for any other project. Any such reuse without prior written verification or adaptation by Consultant for the specific

purpose intended will be at user's sole risk and without liability or legal exposure to Consultant. Except as required for performance under this Agreement, Consultant's verification or adaptation of design documents will entitle Consultant to additional compensation at such rates as the Consultant may agree.

- 13 APPROPRIATIONS: The City has appropriated money at least equal to the Price for this work. Notwithstanding any other language in this Agreement, City shall issue no Change Order or other form of order or directive requiring additional compensable work that will cause the Price to exceed the amount appropriated unless City gives Consultant written assurance that City has made lawful appropriations to cover the costs of the additional work. Nothing in this Agreement is a pledge of the City's credit, or a payment guarantee by the City to Consultant.

- 14 SERVICE OF NOTICES: The parties may give each other required notices in person or by first class mail to their authorized representatives (or their successors) at the addresses listed below:

CITY OF LONGMONT:

[Enter name, title, & address of City's authorized rep.,
then press f11 to proceed]

CONSULTANT:

[Enter name, title & address of consultant's authorized
rep., then press f11 to proceed]

- 15 COMPLIANCE WITH LAW: Consultant will perform this Agreement in strict compliance with applicable federal, state, and municipal laws, rules, statutes, charter provisions, ordinances, and regulations (including sections of the Occupational Safety and Health Administration [OSHA] regulations, latest revised edition, providing for job safety and health protection for workers) and all orders and decrees of bodies or tribunals applicable to work under this Agreement. Consultant shall protect and indemnify City against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order, or decrees by itself or by its subcontractors, agents, or employees. City assumes no duty to insure that Consultant follows the safety regulations issued by OSHA.

- 16 PERMITS AND LICENSES: The Consultant shall secure all permits and licenses, pay all charges, files, and taxes and give all notices necessary and incidental to the lawful prosecution of its Services.

- 17 PATENTED DEVICES, MATERIALS AND PROCESSES: The Consultant shall hold and save harmless the City from all claims for infringement, by reason of fee use of any patented design, device, material, process, or trademark or copyright and shall indemnify the City for any costs, expenses, and damages, including court costs and attorney fees, incurred by reason of actual or alleged infringement during the prosecution or after completion of Services.

- 18 INSURANCE: Consultant shall, at its own costs, secure and continuously maintain through the term of this Agreement the minimum insurance coverages listed below, with forms and insurers acceptable to City. In addition, Consultant shall maintain such coverages for the insurance listed in Paragraphs 17.1, 17.3 and 17.4 for two additional years. For any claims-made policy, Consultant shall include the necessary retroactive dates and extended reporting periods to maintain continuous coverage.

1. Professional Liability/Errors and Omissions for at least \$1,000,000.
2. Workers' Compensation according to the Workers' Compensation Act of the State of Colorado and Employer's Liability with limits of at least \$500,000.
3. General liability, including contractual liability, of at least \$1,000,000 per each occurrence plus an additional amount adequate to pay related attorney's fees and defense cost. Coverage shall include bodily injury, property damage, personal injury, and contractual liability.
4. Comprehensive Automobile Liability with minimum limits for bodily injury and property damage coverage of at least \$1,000,000 per each occurrence plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of this Agreement.

5. Valuable Papers insurance in an amount adequate to assure the restoration of any plans, drawings, field notes, or other similar data related to the services covered by this Agreement in case of their loss or destruction.
6. The required general liability and comprehensive automobile liability policies shall contain endorsements to include City and its officers and employees as additional insureds. The required professional liability and workers' compensation policies or coverages shall not contain endorsements including the City, its officers or employees as additional insureds. Every policy required above shall be primary insurance. Any insurance or self-insurance benefits carried by City, its officers, or its employees, shall be excess and not contributory to that provided by Consultant.
7. Consultant shall, upon request, provide City a certified copy of each required policy.
8. As evidence of the insurance coverages required by this Agreement, before beginning work under this Agreement, Consultant shall furnish certificates of insurance certifying that at least the minimum coverages required here are in effect and specifying the liability coverages (except for professional liability) are written on an occurrence form to:

City of Longmont
350 Kimbark Street
Longmont, CO 80501
Attention: Procurement Specialist

With the exception of professional liability and workers' compensation, policy or policies providing insurance as required will defend and include the City, its council, officers, agents and employees as additional insureds on a primary basis for work performed under or incidental to this Contract.

9. Only insurance written by insurance companies authorized to do business in Colorado complies. If Consultant is self-insured under the laws of the State of Colorado, Consultant shall provide appropriate declarations and evidence of coverage.
10. Consultant shall not cancel, change, or fail to renew required insurance coverages. Consultant shall notify City's Risk Manager of any reduction or exhaustion of aggregate limits, which City may deem to be a breach of this Agreement.
11. The City relies on, and does not waive or intend to waive, by any provision of this Agreement, 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 parties, their officers, or their employees.
12. If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 72 months.
13. Consultant shall not cancel, non-renew or cause insurance to be materially changed or replaced by another policy without prior approval by City.

19 INDEMNIFICATION:

1. To the fullest extent permitted by law, the Consultant and its agents, principals, officers, partners, employees, and subcontractors ("Indemnitors") shall and do agree to indemnify, protect, and hold harmless the City, its officers, employees, and agents ("Indemnitees") from all claims, damages, losses, liens, causes of actions, suits, judgments, and expenses (including attorneys' fees), of any nature, kind, or description ("Liabilities") by any third party arising out of, caused by, or resulting from any Services

under this Agreement if such Liabilities are: (1) attributable to bodily injury, personal injury, sickness, disease, or death of any person, or to the injury or destruction of any tangible property (including resulting loss of use or consequential damages) and (2) caused, in whole or in part, by any error, omission or negligent act of the Consultant, anyone directly or indirectly employed by it, or anyone for whose acts Consultant may be liable.

2. If more than one Indemnitor is liable for any error, omission or negligent act covered by this Agreement, each such Indemnitor shall be jointly and severally liable to the Indemnitees for indemnification and the Indemnitors may settle ultimate responsibility among themselves for the loss and expense of any such indemnification by separate proceedings and without jeopardy to any Indemnatee. This Agreement shall not eliminate or reduce any other right to indemnification or other remedy the City, or any of the Indemnitees may have by law.
3. As part of this indemnity obligation, the Consultant shall compensate the City for any time the City Attorney's Office and other counsel to the City reasonably spend on such claims or actions at the rates generally prevailing among private practitioners in the City of Longmont for similar services. This obligation to indemnify the City shall survive the termination or expiration of this Agreement.
- 20 **INDEPENDENT CONTRACTOR:** Consultant shall perform all Services under this Agreement as an independent contractor, and not as an agent or employee of City. No employee or official of City shall supervise Consultant. Consultant shall exercise no supervision over any employee or official of City. Consultant shall not represent that it is an employee or agent of the City in any capacity. **Consultant's officers, employees and agents are not entitled to Workers' Compensation benefits and is obligated to pay federal and state income tax on money earned under this Agreement.** Except as this Agreement expressly states, Consultant shall, at its sole expense, supply all buildings, equipment and materials, machinery, tools, superintendence, personnel, insurance and other accessories and Services necessary. This Agreement is not exclusive; subject the terms of this Agreement, City and Consultant may each contract with other parties.
- 21 **PROVISIONS CONSTRUED AS TO FAIR MEANING:** Any tribunal enforcing this Agreement shall construe its terms as to their fair meaning, and not for or against any party based upon any attribution to either party.
- 22 **HEADINGS FOR CONVENIENCE:** All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation or effect of this Agreement.
- 23 **NO THIRD PARTY BENEFICIARIES:** The parties intend no third party beneficiaries under this Agreement. Any person besides City or Consultant receiving services or benefits under this Agreement is an incidental beneficiary only.
- 24 **CITY'S RIGHT TO BAR PERSONNEL FROM WORK SITE:** For conduct the City (in its sole discretion) decides may violate applicable laws, ordinances rules or regulations, or may expose City to liability or loss, City may bar any person (including Consultant's and Subcontractor's employees) from the City's work sites. Such a bar shall not require any employee's discharge from employment, but shall merely prohibit the employee's presence at City's work sites. Such a bar shall not warrant an increase in contract time or Price.
- 25 **GRATUITIES:** Longmont Municipal Code §4.12.490 States:
 1. **Gratuities and kickbacks.**
 - 25.1.1 **Gratuities.** It is unlawful and unethical for any person to offer, give or agree to give any City employee, City official or former City employee, or for any City employee, City official or former City employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application,

request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

25.1.2 Kickbacks. It is unlawful and unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor of any person associated therewith, as an inducement for the award of a subcontract or order.

25.1.3 Contract Clause. The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and solicitation therefore.

26 WAIVER: No waiver of any breach or default under this Agreement shall waive any other or later breach or default.

27 TERM: This contract shall commence on [Fill in the commencement date, and press F11 to continue] and shall continue through [Fill in the date contract ends, press F11 to continue] with the option of four (4) additional renewals, on an annual basis, upon agreement of both parties.

28 TERMINATION:

1. In addition to any other available remedies, either party may terminate this Agreement if the other party fails to cure a specified default within seven (7) days of receiving written notice of the default. The notice shall specify each such material breach, in reasonable detail.
2. City may, at any time, terminate performance of the work, in whole or in part, for its own convenience. The City may effect such termination by giving Consultant written Notice of Termination specifying the extent and effective date of termination. In case of termination, for convenience, City shall pay Consultant for work satisfactorily completed, to the date of termination. The City shall determine the portion of work completed.
3. If either party so terminates, the Consultant shall promptly deliver to the City all drawings, computer programs, computer input and output, analysis, plans, photographic images, tests, maps, surveys and writers materials of any kind generated in the performance of its Services under this Agreement up to and including the date of termination.

29 SUSPENSION: Without terminating or breaching this Agreement, the City may, at its pleasure, suspend fee services of the Consultant hereunder. City may effect suspension by giving the Consultant written notice one (1) day in advance of the suspension date. Upon receipt of such notices the Consultant shall cease their work as efficiently as possible, to keep total charges to a minimum. The City must specifically authorize any work performed during suspension. Since suspension and subsequent reactivation may inconvenience the Consultant, City will endeavor to provide advance notice and minimize its use. After a suspension has been in effect for thirty days, the Consultant may terminate this Agreement at will.

30 ASSIGNMENT AND DELEGATION: Except as stated, neither party may assign its rights or delegate its duties under this Agreement without the express written approval of the other.

31 SUBCONTRACTING: Except subcontractors clearly identified and accepted in the Consultant's Proposal, Consultant may employ subcontractors to perform the Services only with City's express prior written approval. Consultant is solely responsible for any compensation, insurance, and all clerical detail involved in employment of subcontractors.

32 GOVERNING LAW AND VENUE: The laws of the State of Colorado shall govern enforcement and interpretation of this Agreement. Venue and jurisdiction for any court action filed regarding this agreement shall be in either Boulder County Colorado or the United States District Court for Colorado.

- 33 **AUTHORITY:** This instrument forms a contract only when executed in writing by duly authorized representatives of City and Consultant. By their signatures on this document, the signatories represent that they have actual authority to enter this Agreement for the respective parties.
- 34 **INTEGRATION:** There are no other agreements on the same subject than expressly stated or incorporated in this Agreement.
- 35 **DAMAGES FOR BREACH OF CONTRACT:** In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Consultant's breach of any provision of this Contract, Consultant shall be liable for actual and consequential damages to the City.
- 36 **LIVABLE WAGE REQUIRED:** For new contracts for provision of services issued after January 1, 2026, Consultant must pay at least a minimum livable wage of \$26.18 per hour or \$54,454.40 annually, not including fringe benefits, to full-time employees of the Consultant for work performed and billed under this Contract. The City may annually adjust the required livable wage to account for inflation. This requirement will not apply to contracts that are exempt from the Purchasing Code (L.M.C. §4.12) or when using non-City funds.

Consultant certifies that it will comply with this wage requirement. The minimum livable wage requirement shall be binding upon the assignees and successors in interest of this Contract.

The City reserves the right to audit Consultant's records to ensure compliance with this provision. If the City finds that the Consultant has violated this provision, the City shall notify the Consultant in writing. The Consultant will have 30 days to come into compliance including the payment of any back wages required. If the Consultant remains out of compliance after 30 days, the City may terminate the Contract and pursue available remedies for breach of contract.

SAMPLE CONTRACT