



City of Lakewood  
480 S. Allison Parkway  
Lakewood, CO 80226

**Request for Proposal #6608  
EXECUTIVE RECRUITMENT SERVICES**

RFP Issue Date: April 2, 2026  
**Question Due Date: April 14, 2026 – 5:00 p.m., MT**  
Addenda Issue Date: April 16, 2026  
**Proposal Due Date: April 27, 2026 – 10:00 a.m., MT**

SUBMIT PROPOSAL ELECTRONICALLY IN PDF FORMAT: Rocky Mountain E-Purchasing System ("R.M.E.P.S.") portal at <https://www.bidnetdirect.com/colorado>

The Proposal documents must be received in the R.M.E.P.S. submission portal on or before the Proposal due date and time. **Hardcopy, emailed or faxed submittals will not be accepted.** It is the Respondent's sole responsibility to ensure all required Proposal documents are submitted through R.M.E.P.S. by the submission deadline. R.M.E.P.S. does not allow for uploading Proposal documents after the due date and time has closed.

Proposals will be time-stamped by R.M.E.P.S. upon receipt. After uploading Proposal documents, Respondents must click the SUBMIT button. The City of Lakewood will not accept uploads that are "saved" but not "submitted". To verify that a Proposal has been submitted successfully, Respondents may contact BidNet Support or verify, via the Bid Management tab in the Respondent's account, that the documents are not in "draft" status. The City does not have access to or control over the Vendor side of R.M.E.P.S. Please contact R.M.E.P.S. at 1-800-835-4603, Option 2, for technical assistance.

Please note: Addenda may be issued for this RFP and will be posted online at <https://www.bidnetdirect.com/colorado>. Respondents shall ensure all addenda issued are acknowledged and responses thereto submitted along with the required Proposal documents. Failure to submit such responses may result in disqualification.

**The City reserves the right to reject any or all Proposals, in part or in whole, or to waive any informalities or technicalities in this Request for Proposal if it is deemed to be in the best interest of the City to do so.**

**The City of Lakewood cannot guarantee accuracy of information obtained from any source other than R.M.E.P.S. Respondents must use their own R.M.E.P.S. account.**

**Request for Proposal #6608  
EXECUTIVE RECRUITMENT SERVICES**

**I. INTRODUCTION**

The City of Lakewood (the “City”) is seeking qualified individuals or entities (“Respondents”) to submit proposals for **Executive Recruitment Services** (the “Services”). Respondents shall have experience conducting national searches for senior level public or private sector positions including City Manager or equivalent roles.

Please refer to Part 4: Scope of Services for the detailed services requested in this RFP.

**II. BACKGROUND**

The City is a Colorado home-rule municipality located in Jefferson County, with a population of approximately 157,000. The City operates under a Council-Manager form of government, in which policy is established by the City Council and operations are managed by the City Manager. The City provides a full range of municipal services, supported by a diverse workforce and leadership team committed to delivering high-quality services to the community. The City is initiating a recruitment process for City Manager due to an anticipated transition. The current City Manager is departing in good standing, and the City seeks to ensure a smooth transition that maintains organizational stability and continuity of operations. The City anticipates completing the recruitment process and extending an offer by August 2026, with flexibility based on candidate and City Council availability for the interview process.

**III. PROPOSAL SUBMITTAL REQUIREMENTS**

- A. Respondents shall submit **Proposals no later than 10:00 AM MT on April 27, 2026, via R.M.E.P.S. at <https://www.bidnetdirect.com/colorado>.**
- B. Proposals shall include the following information:
  - 1. Completed Proposal form (Part 3, pages 1-4) and acknowledgement of any addenda.
  - 2. Respondent’s recent experience providing executive recruitment services.

3. Fee for services.
  4. Information on Respondent's process for national advertisement, job posting, selection process for finalists, scheduling process, timeline for hire.
  5. Name, address, email address, and phone number for a main contact person and alternate contact person.
  6. List of current customer references including contact names and phone numbers for services similar in nature to the services requested in this RFP.
  7. Any additional information Respondent feels would be helpful for the selection committee.
- C. All questions about this RFP shall be directed to Kaitlyn Sullivan, Buyer II, at [kaitlyn.sullivan@lakewoodco.gov](mailto:kaitlyn.sullivan@lakewoodco.gov). Questions must be sent via email no later than **5:00 PM MT on April 14, 2026**. One or more addenda may be issued, which will include all questions and the City's responses, and will be posted on R.M.E.P.S. at: <https://www.bidnetdirect.com/colorado>. Each Respondent is responsible to respond, with the Proposal submitted, to each addendum issued. Failure to address each addendum may result in disqualification of the Proposal.

#### IV. SCHEDULE OF EVENTS

RFP Issued	April 2, 2026
<b>Questions Due Date and Time</b>	<b>April 14, 2026 - 5:00 p.m., MT</b>
City Addendum Issued (if necessary)	April 16, 2026
<b>RFP Submittal Due Date</b>	<b>April 27, 2026 - 10:00 a.m., MT</b>
Award Date (approximate)	May 1, 2026

#### V. SUBMITTAL EVALUATION INFORMATION

Proposals will be evaluated by representatives from the City on the following criteria (not ordered in their relative importance):

- Responsiveness to this RFP (including acknowledgment of addendums, if issued)
- Demonstrated ability in providing the requested services as verified through references
- Ability to meet schedule requirements as identified in Part 4 of this RFP.
- Cost of Services
- Acceptance of City contract terms (see Sample Agreement attached to this RFP)

## INFORMATION TO RESPONDENTS

### I. QUALIFICATIONS

- A. No Proposal shall be accepted from, and no award shall be made to, any person or entity that is in arrears to the City; (i) upon debt or contract that is a defaulter, as surety or otherwise; (ii) upon any obligation to the City; or (iii) that is deemed irresponsible or unreliable by the City.
- B. If requested, each Respondent shall submit satisfactory evidence that it has a practical knowledge of the Project and the necessary financial resources to complete the Project.

### II. PROPOSAL SUBMITTAL

- A. Before submitting a Proposal, each Respondent shall read the Request for Proposal, Sample Agreement and all other contract documents included herein and fully inform itself as to all existing conditions, uncertainties, requirements, and limitations. The submission of a Proposal shall be considered conclusive evidence that the Respondent has fully complied with these requirements.
- B. Each Proposal shall be typed or legibly written in ink and include sums identifying the cost of each item to be included in the contract with all prices given in figures and also words where called for. The Proposal must cover all of the items of performance therein and no others unless instructions to the contrary are specifically stated in the Scope of Services.
- C. Proposal must be submitted via R.M.E.P.S. Proposals submitted by any other means will not be accepted.
- D. The completed forms shall be without any interlineations, alterations or erasures. Proposals shall not contain any recapitulation of the performance herein asked for and alternative proposals will not be considered unless expressly requested by the City.
- E. Each Respondent must sign its Proposal with its usual signature and shall give the Respondent's full business address on the form provided. Proposals by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. Proposals by limited liability companies shall be signed by the LLC's manager or managing member, as applicable. Proposals by corporations shall be signed with the name of the corporation followed by the signature and designation of the President, Secretary, or other person authorized to bind such corporation in the matter and shall have the corporate seal affixed.

### III. LATE PROPOSALS; MODIFICATION, OR WITHDRAWAL OF PROPOSALS

- A. Proposals will not be accepted after the due date and time set forth in this RFP.
- B. Any modifications to or withdrawal of a Proposal must be done via R.M.E.P.S. prior to the exact time set for receipt of Proposals.

#### **IV. PROPOSAL INTERPRETATION**

- A. No information derived from any maps, plans, specifications, profiles, drawings, or any City representative will relieve Respondent from any risk or from fulfilling all terms of this RFP or from fulfilling all terms of the awarded contract (the "Contract"). The accuracy of a Respondent's interpretation of the facts disclosed by any City representative is not guaranteed. Respondent shall not at any time make claim to any additional payments, considerations or accounting of any misunderstanding regarding the nature or amount of work to be performed.
- B. Should a Respondent find discrepancies in or omissions from any drawings, specifications, or other contract documents, or should a Respondent be in doubt as to the true meaning thereof; such Respondent shall at once notify Kaitlyn Sullivan, Buyer II, kaitlyn.sullivan@lakewoodco.gov or 303-987-7885, at least 48 hours prior to the time set for the opening of Proposals, excluding Saturdays, Sundays, and holidays. If the point in question is not clearly and fully set forth, a written addendum or bulletin of instructions will be posted on R.M.E.P.S. at <https://www.bidnetdirect.com/colorado>.

#### **V. AUTHORITY REQUIREMENTS**

Respondent agrees to abide by all federal, state, and local laws, rules and regulations in securing all necessary licenses and permits in connection with the Proposal. Such laws, rules and regulations shall apply to this RFP throughout and will be deemed to be included in the contract for the Project (the "Contract") the same as though herein written out in full.

#### **VI. PRICE QUOTE**

Proposals submitted with quotes of prices effective only at the time of Proposal delivery are not acceptable. Only firm price quotes will be considered in evaluation and award of the contract.

#### **VII. CHANGES CLAUSE**

No change will be made to the requirements of this RFP without the express written consent of the City. Any excess cost incurred by the Contractor, in the event an unauthorized change is made, will be at its expense and not chargeable to the City. Any change made without the consent of the City may result in cancellation of the Contract.

#### **VIII. PAYMENT**

City payment terms are Net 30 days, unless otherwise negotiated. Payment shall be processed upon the City's receipt of an itemized invoice. Each purchase order shall be invoiced separately.

#### **IX. TAX EXEMPT**

The City, as a Colorado municipal corporation, is exempt from taxation and shall not be charged taxes on any materials, equipment, or services used, purchased or consumed in fulfillment of the Contract.

## **X. CONFIDENTIAL AND PROPRIETARY INFORMATION**

The City is a public entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq.* (the “Act”), and therefore, this RFP and all Proposals are subject to public disclosure under the Act. In the event a Respondent desires any information provided as part of the Proposal process to be kept confidential, the Respondent must clearly mark all such information and provide a brief description as to why the information is, or should be considered, confidential or proprietary. Such identification by a Respondent is not determinative, and the City shall make the final decision as to whether such identified information may be kept confidential under the Act. In no event shall entire Proposals be marked confidential.

## **XI. CONTRACT INCLUSIONS AND EXCLUSIONS**

- A. All Respondents are hereby placed on notice that Parts 1 through 4 of, and any addenda issued for, this RFP will be incorporated by reference as contract documents with the Contract and will be on file in the Office of the City Clerk. The successful Respondent (the “Contractor”) shall not destroy these documents.
- B. A sample contract is included with this RFP. By submitting a Proposal, Respondents expressly agree to the terms and conditions contained in the sample contract including, but not limited to, provisions regarding public documents, indemnification, and insurance, unless the Proposal contains express, unambiguous, and clearly marked exclusions to the sample contract. Failure to clearly identify exceptions to the sample contract shall constitute acceptance of all provisions therein, and no negotiation regarding such provisions shall be allowed. Any such exclusions shall be considered in the City’s evaluation of the Proposal and may result in a less-favorable rating of the Proposal.

## **XII. EXPECTATIONS FOR PROFESSIONAL SERVICES; PERFORMANCE STANDARDS**

The City expects knowledge and skill that meet the requirements of the Contract, not work that is merely “not negligent”. Consequently, the Contractor shall be liable and responsible for any and all design defects, as well as damages to persons or property, caused by or arising out of the actions, obligations or omissions of Contractor’s direction or control in performing or failing to perform the Services under Contract.

**PROPOSAL FORM**

REQUEST FOR PROPOSAL #: 6608  
PROPOSAL DUE DATE & TIME: April 27, 2026 - 10:00 AM MT  
SUBMIT PROPOSALS ELECTRONICALLY: Rocky Mountain E-Purchasing System  
portal at:  
<https://www.bidnetdirect.com/colorado>  
CITY CONTACT: Kaitlyn Sullivan, Buyer II  
kaitlyn.sullivan@lakewoodco.gov  
303-987-7885

RESPONDENT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

FEDERAL TAX ID NUMBER: \_\_\_\_\_

Please indicate if your company is certified as a Minority/Women-owned Business Enterprise (MWBE): Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide a copy of your certification. This is informational only and will not be used for evaluation or award purposes.

**STATEMENT OF RESPONDENT'S QUALIFICATIONS**

**RFP #6608**

1. Respondent Name \_\_\_\_\_

2. How many years has the Respondent been engaged in this type of business?

\_\_\_\_\_

3. List several companies and a person to contact with whom Respondent has contracts similar in nature to the services requested in this RFP:

A. \_\_\_\_\_

\_\_\_\_\_

B. \_\_\_\_\_

\_\_\_\_\_

C. \_\_\_\_\_

\_\_\_\_\_

D. \_\_\_\_\_

\_\_\_\_\_

4. List contracts with the City of Lakewood, if applicable, within the last five (5) years. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Are any lawsuits pending against Respondent at this time? (attach extra pages if needed)

Yes \_\_\_ No \_\_\_ If yes, detail: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- 6. Have any charges been filed against Respondent with the Office of Contract Compliance, the Equal Opportunity Commission, the State of Colorado Civil Rights Commission, or any other similarly constituted entity, by any state or local government for the enforcement of anti-discrimination legislation or regulations?

Yes \_\_ No \_\_ If yes, detail: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 7. Respondent's contract exclusions, if any. **Please see Part II, Section XI, Item B, Contract Inclusions & Exclusions and Sample Agreement provided in this RFP:**

\_\_\_\_\_  
\_\_\_\_\_

- 8. The undersigned hereby authorizes and requests any person or entity to furnish any information requested by the City of Lakewood in verification of the recitals contained in this Statement of Respondent's Qualifications and hereby warrants and certifies that the answers to the foregoing questions and all statements herein contained are true and correct.

**CERTIFICATION OF NON-COLLUSION**

The undersigned Respondent hereby acknowledges that it has not entered into any agreement with any other Respondent or prospective Respondent or with any other person or entity relating to the price named in Respondent's Proposal or any other Proposal, nor any agreement or arrangement under which any person or entity is to refrain from quoting, nor any agreement or arrangement for any act or omission in restraint of free competition among Respondents. Furthermore, Respondent has not disclosed to any person or entity the terms of the Proposal or the price named therein.

In compliance with the terms and conditions of this RFP, the undersigned Respondent agrees to furnish all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. Respondent hereby certifies that this quoted price is firm of a period of **sixty (60)** calendar days from the due date specified in this RFP.

**The following must be fully completed:**

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

SIGNATURE OF RESPONDENT: \_\_\_\_\_

**If an individual** By \_\_\_\_\_

Doing business as \_\_\_\_\_

**If a partnership** By \_\_\_\_\_, Partner

**If an LLC:** By \_\_\_\_\_

TITLE \_\_\_\_\_

**If a corporation:** a \_\_\_\_\_ state corporation

By \_\_\_\_\_

TITLE: \_\_\_\_\_

## **SCOPE OF SERVICES & PROJECT INFORMATION**

The awarded Respondent shall provide professional executive recruitment services to support the City in the identification and selection of qualified candidates for the position of City Manager, including a current recruitment for City Manager, and for other senior-level positions as requested by the City (the "Services"). Services shall include, but are not limited to, the following:

### **A. Project Initiation**

1. Conduct a kickoff meeting with designated City representatives.
2. Coordination of project schedule and recruitment strategy for City review and approval.

### **B. Stakeholder Engagement and Candidate Profile**

1. Facilitate stakeholder input as directed by the City.
2. Incorporate candidate profile outlining desired qualifications, experience, and leadership attributes.
3. Prepare recruitment materials for City review and approval.

### **C. Recruitment and Outreach**

1. Conduct a national recruitment effort as directed by the City.
2. Actively identify and recruit qualified candidates.
3. Utilize appropriate advertising, outreach, and professional networks.
4. Maintain confidentiality as appropriate.

### **D. Screening and Evaluation**

1. Review and evaluate all applications received.
2. Conduct preliminary interviews and assessments.
3. Recommend qualified candidates for further consideration.
4. Provide written summaries of candidate qualifications.

### **E. Candidate Coordination**

1. Assist the City in identifying semifinalists and finalists as directed.
2. Coordinate interview logistics and scheduling in coordination with City staff.
3. Provide interview materials and evaluation tools in coordination with City staff.

## **F. Background and Reference Checks**

1. Conduct reference checks for finalist candidates.
2. Verify employment history, education, and credentials.
3. Conduct background screening in accordance with applicable State and Federal laws.

## **G. Selection Support**

1. Provide guidance throughout the selection process, as directed.
2. Assist with development of interview questions and evaluation criteria.
3. Provide compensation and contract guidance, as requested.

## **H. Project Management and Communication**

1. Provide regular status updates to the City.
2. Maintain consistent communication throughout the recruitment process.
3. Identify risks, issues, and recommended adjustments.

## **I. Deliverables**

1. Candidate profiles and recruitment materials.
2. Status updates and progress reports.
3. Candidate evaluation summaries.
4. Reference and background check summaries for finalist candidates.
5. Candidate selection with a deadline of August 2026.
6. Replacement Guarantee in the event the selected candidate voluntarily leaves the position or is terminated for cause within twelve (12) months of appointment.

## **SAMPLE AGREEMENT**

### **CITY OF LAKEWOOD AGREEMENT FOR SERVICES – REQUEST FOR PROPOSAL #6608**

THIS AGREEMENT FOR SERVICES – REQUEST FOR PROPOSAL #6608 (the “Agreement”) is made and entered into by and between the **CITY OF LAKEWOOD**, a Colorado home rule municipal corporation whose principal business address is 480 S. Allison Pkwy., Lakewood, CO 80226 (the “City”); and **CONTRACTOR NAME**, a [Colorado/Other State] [corporation] [limited liability company] [partnership] [individual/sole proprietor], authorized to conduct business in the state of Colorado, whose local business address is [ADDRESS] (“Contractor”), effective as of the latest date set forth in the signature blocks below (the “Effective Date”).

WHEREAS, pursuant to Request for Proposal (“RFP”) #6608, the City received proposals at **10:00 A.M.**, on **April 27, 2026** for **Executive Recruitment Services** and determined Contractor’s proposal to demonstrate the most appropriate combination of cost, responsiveness and responsibility (the “Proposal”).

WHEREAS, the City desires to retain the services of Contractor in accordance with RFP #6608 and the Proposal; and

WHEREAS, Contractor desires to provide such services to the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is expressly acknowledged, the parties hereby agree as follows:

#### **I. CONTRACT DOCUMENTS**

- A. CONTRACT DOCUMENTS. The Contract Documents shall be this Agreement and RFP #6608, together with the Request for Proposal Response Form, General Provisions, Scope of Services, Statement of Respondent’s Qualifications, any Addenda, the Proposal and the Notice of Award, all incorporated herein by reference.
- B. ORDER OF PRECEDENCE. In the event of any conflict among the provisions of the Contract Documents, the order of precedence shall be as follows:
  - 1. This Agreement;
  - 2. Addenda to RFP #6608 (if any);
  - 3. RFP #6608;
  - 4. Scope of Services (if any);
  - 5. General Provisions (if any)
  - 6. Notice of Award;
  - 7. Proposal;
  - 8. Other Contract Documents (if applicable).

## II. SERVICES

- A. SCOPE OF SERVICES. The City agrees to retain Contractor to provide the services identified in the Proposal in the manner set forth in the Proposal and in accordance with the terms of RFP #6608 and the other Contract Documents (collectively, the "Services").
- B. DELIVERABLES; ELECTRONIC FORMATS. All deliverables and any other tangible materials produced by Contractor pursuant to this Agreement shall at all times be considered the property of the City.
1. In the event any deliverables required under this Agreement consist of reports, surveys, maps, plans, drawings, photographs or videos, or any other materials that lend themselves to production in electronic format, as determined by the City, Contractor shall provide such deliverables to the City in both hard copy (except videos) and one (1) or more electronic formats acceptable to the City, unless otherwise directed by the City in writing, and Contractor's failure to do so shall constitute a material breach of this Agreement. Contractor shall indemnify and hold harmless the City for any intellectual property infringement claims against the City resulting from Contractor's performance of the Services, including, but not limited to, claims based on trademark or copyright.
  1. Acceptable electronic formats may include, but are not necessarily limited to, editable Word document, editable PDF document, AutoCAD, specified GPS/GIS format(s) and specified video format(s). Contractor shall consult with the City prior to beginning the Services to determine which electronic formats are acceptable.
- C. ADDITIONAL WORK. Should any work beyond the Services be necessary, the parties must execute, prior to commencement of such additional work, an amendment hereto or separate City contract for the work, and such work will be compensated at cost to be agreed upon in such amendment or contract. Any such contract must be executed and approved pursuant to City purchasing policies.

## III. PERFORMANCE

- A. REPRESENTATIONS; PROSECUTION OF SERVICES.
1. Contractor warrants and represents that it has the requisite authority, capacity, experience and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein.
  2. Contractor shall use its best efforts, skill, judgment and abilities to perform all work on behalf of the City in a professional [and workmanlike] manner, free of material error.

3. Except as otherwise set forth Contractor shall, at its own expense, perform all tasks and provide all labor, materials, supplies, tools, machinery, utilities, equipment and any other items that may be necessary for the completion of the Services.
  4. Contractor shall provide a replacement guarantee for the selected candidate. If the selected candidate voluntarily leaves the position or is terminated for cause within twelve (12) months of appointment, the Contractor shall conduct a replacement recruitment for the same position at no additional professional fee to the City. This guarantee shall apply provided that the City has not materially changed the position requirements, compensation, or other key conditions of employment from those established during the original recruitment.
- B. SUBCONTRACTS. Contractor hereby agrees that it will not engage subcontractors to perform any part of the Services, other than for the provision of goods, materials or supplies, without the express written consent of the City, which shall not be unreasonably withheld.
- C. LICENSES AND PERMITS.
1. Contractor and each subcontractor shall, at no cost to the City, obtain all licenses and permits required for the Services, if any, including a City of Lakewood sales and use tax license.
  2. Contractor shall be current on all legal obligations to the City and to any other governmental entity, including but not limited to, payment of taxes and fees, reporting, and all material contractual obligations.
- D. TIME OF ESSENCE/RATE OF PROGRESS. Contractor acknowledges and agrees that time is of the essence for this Agreement and that it is an essential term of this Agreement that Contractor maintain a rate of progress in the Services that will result in completion of the Services in accordance herewith. To that end, Contractor agrees to proceed with all due diligence to complete the Services in a timely manner in accordance with this Agreement, and further agrees that failure to complete any of the Services during the Term of this Agreement, or as may be more specifically set forth in RFP 6608, shall be deemed a breach hereof.
- E. MONITORING AND EVALUATION. The City reserves the right to monitor and evaluate the progress and performance of Contractor to ensure the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the City relating to such monitoring and evaluation.
- F. SPECIFIC PERFORMANCE. In the event of a breach of this Agreement by Contractor, the City shall have the right, but not the obligation, to obtain specific performance of the Services in addition to any other remedy available under applicable law.

#### **IV. CONSIDERATION AND PAYMENT**

- A. AMOUNT. In full consideration of Contractor's performance of the Services, the City shall compensate Contractor in accordance with the Contract Documents for an amount not to exceed **[WRITE IN WORDS] and [CENTS]/100 dollars (\$[AMOUNT])** (the "Compensation") during the Term hereof. Notwithstanding the foregoing, in the event the total cost of the Services provided is less than the Compensation amount herein set forth, the City shall compensate Contractor only for the cost of the Services provided.
- B. NO REIMBURSEMENT OF EXPENSES. In no event shall the City reimburse Contractor for out-of-pocket, travel, meal or any other expenses that are in addition to or in excess of the Compensation agreed to herein.
- C. PAYMENT.
1. In General. Unless otherwise set forth herein or as expressly stated in any attachment or exhibit hereto, the City shall make Compensation payments to Contractor within thirty (30) days after receipt and approval of invoices submitted by Contractor. Contractor shall submit invoices to the City not more frequently than monthly and shall identify therein the specific Services performed for which payment is requested. Payments will be made payable to Contractor's personal, trade or business name as first stated above. Any such trade or business name must be registered with the Office of the Colorado Secretary of State.
  2. Final Payment. Contractor may request final payment upon completion of the Services and acceptance thereof by the City. The total amount of final payment shall consist of the total Compensation adjusted in accordance with approved change orders, if any, less any previously paid amounts, any costs incurred by the City under Section V(B) below and any other set-off amounts.
- D. RELEASES AND RECEIPTS. The City, before making any payment of Compensation, may require Contractor to furnish releases or receipts from persons performing work or supplying material or services to Contractor, or to any subcontractor, if deemed necessary to protect the City's interests; provided, however, that the City may make payment to Contractor in part or in full without requiring the furnishing of such releases or receipts.
- E. APPROPRIATION. The City is not obligated by this Agreement to make any payments in any fiscal year beyond the fiscal year for which funds are appropriated or to make payments from any funds of the City other than funds appropriated for the payment of current expenditures. All payment obligations of the City under this Agreement are from year-to-year only and do not constitute a multiple-fiscal-year direct or indirect debt or other financial obligation of the City.
- F. TAX EXEMPT. The City, as a Colorado municipal corporation, is exempt from taxation and shall not be charged taxes on any materials, equipment or services

used, purchased or consumed in fulfillment of the Services. Where necessary to comply with this provision, the City's Purchasing Division may issue to Contractor a tax exemption certificate.

## V. TERM AND TERMINATION

- A. TERM. The initial term of this Agreement shall commence on the Effective Date and shall expire upon **[DATE]** at which time all Services shall have been completed to the City's satisfaction.
- B. TERMINATION.
1. Termination by the City. The performance of the Services may be terminated at any time, in whole or in part, by the City for its convenience. Any such termination shall be effected by delivery to Contractor of a written notice specifying the extent to which performance of the Services is terminated and the date upon which termination becomes effective.
  2. Termination by Contractor – Breach/Default by City. Contractor may terminate this Agreement in the event of a material breach or default by the City; provided, however, that Contractor has first given the City written notice of the nature of the breach or default and the City shall have failed to cure within ten (10) business days after receipt of the notice. Pending resolution of any material breach or default by the City, Contractor may, in addition to any other remedies provided by law, discontinue performance of the Services without being in breach of this Agreement. In no event shall the City withhold payment in retaliation for Contractor's claim of breach or default.
  3. Payment upon Termination. If this Agreement is terminated, Contractor shall be paid on the basis of the Services satisfactorily completed. The portion of the Services completed but not yet accepted by the City shall be determined by the City in the exercise of its sole, reasonable discretion. Furthermore, any costs incurred by the City as a result of Contractor's breach of this Agreement, including, but not limited to, costs incurred to re-bid the Services or otherwise obtain another contractor to complete the Services, may be charged against any amounts otherwise owed to Contractor. In the event such costs are greater than the amounts owed to Contractor for work completed hereunder, the City may seek collection of such cost in any legal manner. Notwithstanding the foregoing, in no event shall the City withhold any payment in retaliation for Contractor's claim of breach or default against the City.
  4. Force Majeure. In the event Services cannot be performed or are cancelled due to circumstances beyond the reasonable control of either party, including, but not limited to, power or utility outage; earthquake, fire or flood; epidemic or pandemic; emergency declaration or other decree by a government entity; insurrection, riot, war or terrorist attack; disruption in air or rail traffic; or other similar cause (a "Force Majeure"), neither party shall be obligated hereunder for such cancellation or non-performance.

## V. INDEPENDENT CONTRACTOR

Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the relationship between Contractor and the City shall be as independent contractors, and neither the City nor Contractor shall be deemed or constitute an employee, servant, agent, partner or joint venturer of the other.

- A. CONTROL. Contractor has the authority to control and direct the performance and details of the Services. Notwithstanding the foregoing, the Services must meet the City's approval and shall be subject to the City's general right of supervision to secure the satisfactory completion thereof.
- B. TAXES AND BENEFITS. **Contractor is not an employee of the City, is not entitled to workers' compensation benefits, is not entitled to unemployment insurance benefits, and is obligated to pay federal and state income tax on any monies earned pursuant to this Agreement.** The City will not withhold or cause to be withheld federal or state taxes or social security payments from Contractor's compensation. Further, Contractor is not and shall not be entitled to benefits provided by the City to its employees, including, but not limited to, health insurance, disability insurance or pension benefits.

## VII. LIABILITY AND INDEMNIFICATION

- A. CONTRACTOR LIABILITY. Contractor shall be liable and responsible for any and all defects and damages to persons or property arising out of or attributable to the negligence or fault of contractor, contractor's agents, representatives, subcontractors, suppliers or other persons acting under Contractor's direction or control in performing or failing to perform the Services under this Agreement.
- B. INDEMNIFICATION.
  1. Contractor. Contractor shall indemnify and hold harmless the City, its elected and appointed officials and its employees, agents and representatives (collectively, the "Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the actions or omissions of Contractor or its employees, agents or subcontractors, or other persons acting under Contractor's direction or control, in performance of the Services. Contractor agrees to investigate, handle, respond to and provide defense for any such liability, claims, or demands at Contractor's sole expense and agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. Notwithstanding the foregoing, nothing in this subsection shall obligate Contractor to indemnify the City for the City's negligence.
  2. City. Regardless of any written or oral statement to the contrary, in no event, instance or circumstance shall the City indemnify or hold harmless Contractor.

- C. SUBCONTRACTS. If Contractor engages subcontractors to perform any part of the Services other than the furnishing of goods, materials or supplies, Contractor shall include the provisions of this Section in any such subcontracts.
- D. SURVIVAL; NO LIMITATION. The provisions set forth in this Section shall survive the completion of the Services and the satisfaction, expiration or termination of this Agreement. The obligations set forth in this Section shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

## **VIII. INSURANCE REQUIREMENTS**

- A. REQUIRED COVERAGES. Contractor shall procure and continuously maintain during the term of the Agreement, the following minimum insurance coverages:
  - 1. Professional Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of errors and omissions professional liability insurance insuring Contractor against any professional liability with a limit of at least One Million U.S. Dollars (\$1,000,000.00) per claim and annual aggregate. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.
  - 2. Commercial General Liability. Contractor shall procure and keep in force for the duration of this Agreement a policy of commercial general liability insurance insuring Contractor, and naming the City as an additional insured, against any liability for personal injury, bodily injury, death or property damage arising out of the performance of the Services. Coverage amounts shall be maintained at the levels set forth in such policy/ies, which shall be no less than One Million U.S. Dollars (\$1,000,000) each occurrence. Such policies shall include coverages for contractual liability and products/completed operations liability. The limits of such insurance shall not limit the liability of Contractor hereunder.
  - 3. Automobile Liability. Contractor shall procure and keep in force for the duration of this Agreement a policy of comprehensive automobile liability insurance, include statutory personal injury protection and uninsured motorist coverage, insuring Contractor, and naming the City as an additional insured, against any liability for personal injury, bodily injury, death or property damage arising out of the use of all motor vehicles used in connection with the performance of the Services, on or off the site, whether the motor vehicles are owned, non-owned or hired. Coverage amounts shall be maintained at the levels set forth in such policy/ies, which shall be no less than a combined single limit of One Million U.S. Dollars (\$1,000,000). The limits of such insurance shall not limit the liability of Contractor hereunder.
  - 4. Workers' Compensation. Contractor shall provide proof of Workers' Compensation Insurance. Should Contractor have no employees providing the Services, Contractor shall sign the attached Worker's Compensation Representation form and hereby acknowledges that it will not seek Workers'

Compensation benefits from the City for “on-the-job” injuries sustained while performing this Agreement.

5. Other Insurance. Contractor shall procure and keep in force any other insurance required by applicable law.

B. TERMS OF INSURANCE.

1. General. Insurance required by this Agreement shall be with companies authorized to conduct business in Colorado and acceptable to the City and may provide for deductible amounts as Contractor deems reasonable for the Services, but in no event greater than Twenty Thousand U.S. Dollars (\$20,000). Jurisdiction and venue for any legal action against, and any other disputes with, insurers providing coverage hereunder shall be in Jefferson County, Colorado, or Denver, Colorado.
2. Changes. Not less than ten (10) days prior to the effective date of any cancellation of, or material change in, any insurance policy required herein, Contractor shall provide written notice of such cancellation or change to the City. Contractor shall identify whether the type of coverage is “occurrence” or “claims made.” If the type of coverage is “claims made,” which at renewal Contractor changes to “occurrence,” Contractor shall carry a twelve (12) month tail. In the case of any “claims made” policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain continuous coverage as required herein. Contractor shall not do or permit to be done anything that shall invalidate the policies.
3. City Loss Recovery; Carrier Waiver of Subrogation. The policies described in this Section shall be for the mutual and joint benefit and protection of Contractor and the City. With the exception of the Professional Liability and Workers’ Compensation policies, all insurance policies required herein shall provide that the City, although named as an additional insured, shall nevertheless be entitled to recovery under such policies for any loss occasioned to the City or its officers, employees or agents by reason of the negligence of Contractor or of Contractor’s officers, employees, agents, subcontractors or business invitees. Contractor hereby waives all rights of recovery, under subrogation or otherwise, related to any claim against the City, and all insurance policies required herein shall include a clause stating that the insurance carrier shall waive all rights of recovery, under subrogation or otherwise, against the City.
4. Policies Primary/Non-Contributory. With the exception of Professional Liability policies, all insurance policies required herein shall be written as primary and noncontributory.

- C. EVIDENCE OF COVERAGE. Before commencing the Services, Contractor shall furnish to the City certificates of insurance policies and all necessary endorsements evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the City shall not be obligated under this

Agreement until Contractor furnishes such certificates of insurance and endorsements. In the event the Term of this Agreement extends beyond the period of coverage for any insurance required herein, Contractor shall, not less than ten (10) days prior to the expiration of any such insurance coverage, provide the City with new certificates of insurance and endorsements evidencing either new or continuing coverage in accordance with the requirements of this Agreement.

- D. SUBCONTRACTS. If consent to engage subcontractors is granted pursuant to section III(B) above, Contractor shall include the insurance requirements set forth in this Agreement in all subcontracts. The City shall hold Contractor responsible in the event any subcontractor fails to procure and maintain, for the duration of this Agreement, insurance meeting the requirements set forth herein. The City reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the City's sole discretion, such variations do not substantially affect the City's interests.

## **IX. COMPLIANCE WITH LAW**

Contractor covenants and agrees that in performing the Services hereunder, it shall comply with all applicable federal, state and local laws, regulations and policies, including, but not limited to, the following:

- A. DRUGS, ALCOHOL AND WORKPLACE VIOLENCE. Contractor and its employees, agents and subcontractors, while performing the Services or while on City property for any reason during the term of this Agreement, shall adhere to the City's policies applicable to City employees regarding drugs, alcohol and workplace violence. A copy of such policies will be made available to Contractor upon request.
- B. EQUAL OPPORTUNITY EMPLOYMENT. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, disability, military or veteran status, or national origin. Contractor shall take affirmative action to ensure applicants are employed, and employees are treated during employment, without regard to race, color, religion, age, sex, disability, military or veteran status, or national origin. Such action shall include but not be limited to: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notice, provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- C. AMERICANS WITH DISABILITIES ACT. Contractor shall comply with applicable provisions of the Americans with Disabilities Act of 1990, as amended from time to time (the "ADA"), and any other applicable federal regulation. A signed, written

certificate stating compliance with the ADA may be requested at any time during the term, or any Renewal Term, of this Agreement.

- D. COLORADO ACCESSIBILITY LAW. The City of Lakewood is subject to accessibility requirements of §§24-85-101, et seq., C.R.S. and related regulations, which generally require that any technology procured by a government and used by the public or a government employee must provide reasonable accommodation for use of such technology by disabled persons. Contractor shall comply with §§24-85-101, et seq., C.R.S. accessibility requirements and the City may request at any time during the term, or any Renewal Term, of this Agreement a signed, written certificate stating compliance with §§24-85-101, et seq., C.R.S. Contractor shall indemnify, save, and hold harmless the City, its employees, agents and assignees (collectively, the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to the Contractor's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103(2.5). To the extent applicable to the Services (or quote, proposal, RFI/RFQ etc.), Contractor agrees that the consideration and payment includes all costs and expenses needed to comply with §§24-85-101, et seq., C.R.S. and related regulations. Any additional costs to add or modify accessibility features will be the obligation of the Contractor, and any addition or change to the consideration and payment after execution of this Agreement will be disallowed.

**X. NOTICE**

Notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to City:	If to Contractor:
[Title]	[Name, Title]
City of Lakewood	[Contractor Name]
480 S. Allison Pkwy.	[Address]
Lakewood, CO 80226	[Address]
[email]	[email]

**XI. CONTRACTOR'S REMEDIES FOR BREACH**

- A. Contractor may terminate this Agreement in the event of non-payment of sums due, in which event, Contractor shall first provide the City notice of Contractor's intent to terminate and allow the City ten (10) days within which to make payment. Contractor's termination shall become effective immediately upon the City's failure to make payment within such ten-day period.

- B. Pending resolution of any material breach by the City, Contractor may, in addition to any other remedies provided by law, discontinue performance of the Services without being in breach of this Agreement.

## **XII. GENERAL PROVISIONS**

- A. INTEGRATION; AMENDMENT; BINDING EFFECT. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, shall not be modified or amended except by written agreement of the parties. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.
- B. NO WAIVER. The waiver of any breach of a term, provision or requirement of this Agreement shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement or of any other term, provision or requirement.
- C. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties. It is the express intention of the parties that any person other than the City and Contractor shall be deemed to be only an incidental beneficiary under this Agreement.
- D. NO ASSIGNMENT. Contractor shall not assign this Agreement without the City's prior written consent; provided, however, that no consent shall be required for an assignment by Contractor to a successor entity in the event of a sale of all or substantially all of Contractor's assets or stock or a reorganization within Contractor's existing ownership structure.
- E. GOVERNING LAW AND VENUE; RECOVERY OF COSTS. This Agreement shall be governed by the laws of the State of Colorado. Venue shall be in Jefferson County, Colorado, or in the United States District Court for the District of Colorado, as appropriate. In the event legal action is brought to resolve any dispute among the parties related to this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party reasonable court costs and attorney fees.
- F. GOVERNMENTAL IMMUNITY. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.
- G. CONFIDENTIAL INFORMATION; PUBLIC DOCUMENT. Contractor hereby acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-201, et seq. (the "Act"), and as such, this Agreement may be subject to public disclosure thereunder. In the event the provisions of any exhibit or attachment hereto, or of any other document,

including any electronic document, purport to require protection from public disclosure of any so-called “confidential” or “proprietary” information or data, such provisions shall be null and void to the extent inconsistent or in conflict with the Act, and the City’s good faith disclosure of any such information or data pursuant to the Act shall not constitute a breach of this Agreement.

- H. NO BINDING DISPUTE RESOLUTION. Any exhibit or attachment hereto, or any other document governing the provision of the Services, including any electronic document, which requires binding arbitration or any other binding extra-judicial dispute resolution process in which the final resolution is not determined by the City, shall be void and unenforceable.
- I. HEADINGS. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.
- J. SEVERABILITY. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- K. COUNTERPARTS; ELECTRONIC DISPOSITION. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties acknowledge and agree that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.
- L. AUTHORITY. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the parties and to bind the parties to its terms.

***[Remainder of page intentionally blank – signatures follow.]***