

**REQUEST FOR PROPOSALS**

**INSTALLATION OF VIDEO SURVEILLANCE CAMERAS  
TOWN OF LYONS**

**TOWN OF LYONS, CO  
Friday, March 28, 2025**

**Town of Lyons  
432 5<sup>th</sup> Avenue  
P.O. Box 49  
Lyons, CO 80540  
PH: (303) 823-6622  
[www.townoflyons.com](http://www.townoflyons.com)**

**Town Project Number: 25-TOLSURVEILLANCECAMERAS-02**

**PROPOSALS DUE: Friday, May 2, 2025, by 2:00 PM**

# **INSTALLATION OF VIDEO SURVEILLANCE CAMERAS TOWN OF LYONS**

## **TOWN OF LYONS, CO**

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B	Proposed Camera Locations Site Maps

## I. INTRODUCTION

### REQUEST FOR PROPOSALS (RFP)

The Town of Lyons, CO is seeking proposals from qualified firms to install surveillance security cameras to be placed on Town-owned outdoor and indoor public spaces and buildings that include, but may not be limited to, Lyons Town Hall, The Depot Building (Boulder County Sheriff's Office), Town of Lyons Parks and Public Works Facility, Lyons Recycling Center/2<sup>nd</sup> Avenue Trailhead Public Parking Area, LaVern M. Johnson Park, Bohn Park, and Sandstone Park (Lyons Visitor Center).

Town Contact: Dave Cosgrove, Director of Parks and Public Works  
Email Address: davec@townoflyons.com  
Telephone Number: 303-823-6622 x20

#### A. Pre-Proposal Conference

A Pre-Proposal Conference is optional, but highly encouraged, and will be held on date and time shown in *Section II – Schedule of Events* of this RFP at the Lyons Town Hall, 432 5<sup>th</sup> Avenue. The purpose of this conference is to discuss this RFP and the terms and conditions contained herein.

#### B. Proposals must be received no later than:

See *Section II – Schedule of Events* of this RFP.

Proposals received after this date and time will not be considered for award.

**The Town of Lyons (“Town”) will only accept proposals in bound hard copy format, accompanied by submittal on external flash drive, and does not accept proposals submitted via fax, email, or other electronic means. Proposals are to be submitted in a sealed Package with the following on the outside of the envelope:**

Company Name  
RFP Title  
RFP Number  
Due Date and Time

#### C. Package must include

1. One (1) Original Submittal, identified as “Original”
2. One Copy of Submittal on an external flash drive.
3. Include both original and public viewing versions, if applicable.

**D. Americans with Disabilities Act**

If you need special assistance or services to be provided under the provisions of the Americans with Disabilities Act (ADA), please contact the Town of Lyons at (303) 823-6622 at least 48 hours in advance of any scheduled event.

**E. Hand deliver proposals to (preferred method):**

Town of Lyons  
Attention: Dave Cosgrove, Director of Parks and Public Works  
432 5<sup>th</sup> Avenue  
Lyons, CO 80540

**Or mail proposals to:**

US Postal Service Only:

Town of Lyons  
Attention: Dave Cosgrove, Director of Parks and Public Works  
PO Box 49  
Lyons, CO 80540

**F. This RFP was advertised in the following publications and web bases services:**

- BidNet Direct ([www.bidnetdirect.com](http://www.bidnetdirect.com))

## II. SCHEDULE OF EVENTS

(Subject to change) All times are given in local Colorado time:

<b>Date</b>	<b>Day of Week</b>	<b>Time of Day</b>	<b>Description</b>
3/28/25	Friday		RFP Advertised
4/09/25	Wednesday	1:00 PM	Pre-Proposal Conference
4/14/25	Monday	4:00 PM	Deadline for Questions
4/17/25	Thursday	4:00 PM	Questions & Answers Posted
5/02/25	Friday	2:00 PM	Proposals Due
5/20/25	Tuesday		Anticipated Award

### **III. PROJECT BACKGROUND, UNDERSTANDING AND SCOPE OF SERVICES/GOALS**

#### **A. Background**

The Town of Lyons is a small community in the foothills of Colorado with a population of approximately 2,200. It is a popular summer travel destination as it sits along US36/66 on the way to Estes Park and Rocky Mountain National Park. Lyons plays host to several large music festivals and is home to the Planet Bluegrass music venue and is a popular whitewater kayaking location along the St. Vrain River. Lyons hosts numerous events in its parks and public spaces for Front Range visitors.

The Town of Lyons has several prevalent public parks and facilities, pathways, playgrounds, pavilions, public restrooms, along with a number of town-owned buildings that lack surveillance security camera systems. These areas present a variety of challenges for unwanted and unsafe activities due to poor lighting, lack of visibility, lack of supervision at certain times of the season or other specific times, difficult terrain, and areas that can't be seen by officers or other officials by vehicles when patrolling.

#### **B. Scope of Services/Goals**

The primary goal of this project is to install a single, unified and modern, video surveillance security camera system. Bids should include all associated hardware, mounting brackets, cabling, needed software, associated support, warranty and training for the following areas/facilities in the Town of Lyons. The desired number of cameras is listed following each area/facility based on initial staff discussion and should be reviewed as part of the proposal. The bidder/contractor will provide all labor, materials and equipment to complete the project and will be responsible for verifying all measurements and information prior to starting work. All work for this project must be completed and billed by July 4, 2025. The contractor is responsible for any damage to any existing features, fixtures or facilities and shall repair in-kind at their own cost. The contractor is responsible for jobsite cleanup and for hauling any debris created as a result of the project to an acceptable disposal site.

The proposed system shall have the capability to add an unlimited number of cameras and or sensors in the future. All outdoor camera enclosures shall be both vandal-proof and have anti-tampering capabilities.

#### **Site Locations and Desired Camera Quantities (Please see attached maps for proposed locations, final locations TBD following award):**

- 1) Lyons Town Hall (432 5<sup>th</sup> Avenue)-3 cameras/locations, 2 outdoor/1 indoor (interior front office)
- 2) The Depot Building (430 5<sup>th</sup> Avenue-Boulder County Sheriff's Office)-1

- camera/location, outdoor
- 3) Town of Lyons Parks and Public Works Facility (4687 Ute Highway)-2 cameras, 2 outdoor
  - 4) Lyons Recycling Center/2<sup>nd</sup> Avenue Trailhead Public Parking Area (198 2<sup>nd</sup> Avenue)-3 cameras/locations, 3 outdoor
  - 5) LaVern M. Johnson Park (600 Park Drive)-6 cameras/locations, 6 outdoor
  - 6) Bohn Park (199 2<sup>nd</sup> Avenue)-6 cameras/locations, 6 outdoor
  - 7) Sandstone Park, Lyons Visitor Center (350 Railroad Avenue)-1 camera/location, 1 outdoor

### **Other Information/Objectives:**

- The Town is interested in 30 days of retention on the cameras and will need capacity of archival of footage for 1 year.
- The Town does not currently have any existing alarm, access control or camera systems in place.
- Currently the Town's AP's at the parks and most facilities can handle more than 35Mbps and can be upgraded as needed for remote viewing of cameras. The hardware currently mounted on the poles in our parks includes Ubiquiti EdgeRouter4's, Ubiquiti EdgeSwitch 150W, Cambium E502S, Cambium E501S. Town's current communications provider is Lyons Communications.
- The Town would like to have the capacity to add additional cameras on demand as deemed necessary in the future, non-proprietary, universal
- ONVIF strongly recommended and highly preferred
- All cameras should be compliant to the following: NDAA, SOC2, CCPA, HIPPA, GDPR, PCI, BIPA
- All outdoor cameras/enclosures should be vandal-proof and anti-tampering
- Town of Lyons has supplied power to all locations currently being considered, hardware and conduit may be required at some locations and should be included in cost. There may be a need to hardwire into an outlet or panel in certain instances and run conduit or cable depending on the situation.
- The Town of Lyons would like lightning protection included on poles or where necessary
- All cameras should have minimum specifications of:
  - Prefer 4K image resolution (3480X2160), ability to provide
  - IP67 rating to protect against dust and environmental elements for outdoor cameras
  - IK10 vandal resistant rating or above
  - Prefer Cat6e cabling
  - Infrared illumination for night visibility
  - Capability to produce video at minimum 24 FPS or more
  - Image stabilizing to reduce blurring
  - Day and Night viewing and recording capability
  - Standard RJ45 connectivity including Power Over Ethernet (PoE)

capability to receive power, the Town currently has PoE in several locations to facilitate

- Motion detection either as a camera option or an option on the management interface
- Capability to record audio
- Capability to perform computer vision analytics at the edge
- Built in solid state hard drive capable of recording 365 days of continuous video
- Native integration with vendor's own access control
- Full range of camera models: bullet, fisheye, dome, mini-dome
- Ability to integrate with a remotely managed viewing station
- Ability to support AES256 encryption standards
- UL / CUL 62368-1 certification for audio/video, information and communication technology equipment
- Cloud-based (no NVR/DVR). Having a "cloud-based" camera system(s) that does not require the presence or management of any onsite hardware or the installation and maintenance of any onsite software-Please include cloud hosting cost in fee for same 3-year period as initial licensing and software fee. The Town currently has no preference on a cloud storage system.
- The ability to provide multiple levels of system administration to accommodate different staff to view, access or manage the cameras and the capability to audit account usage.
- Prefer to have a browser-based system that can be accessed across multiple platforms (i.e. Windows, Chrome OS, MacOS, iOS and Android) without using proprietary plug-ins like Java, Silverlight or Flash.
- Multi-factor authentication
- Provide a system of naming or categorizing cameras, authorizing use to specific users at specific times, viewing at multiple locations, emergency or special use, etc.
- Being notified of critical system events. i.e. camera failure, tampering, etc.
- Ability to filter video based on date and time ranges and other characteristics or events. This may include a person, vehicle, event or other.
- Have the ability to export selected video to outside users who have the ability to view the video if needed.
- Archive video footage with storage and can be saved on the cloud indefinitely
- Live alerts and notifications of people or other characteristics if possible
- Crowd detection if groups are gathering

## **Security**

- Looking for companies who have never had a breach where customer footage was accessed without authorization
- Camera security to include (but not limited to):



- No open inbound ports
- All video is LUKS AES-256 encrypted
- Automatic, signed firmware updates
- All communication with the cloud is done using TLS 1.2, AES-128-bit encryption
- Mutually authenticated client and server-side certificate verification
- Protection against unauthorized physical access
- Regular 3rd party security audits are performed
- Cloud infrastructure (but not limited to):
  - Hosted on AWS VPC with internal and external access isolated completely
  - Complete end-to-end encryption with all data encrypted both at rest and in-transit
  - All passwords are stored using strong one-way hashing algorithms
  - All media is fully encrypted with redundancy using SSE KMS
  - Audit logging from internal and external clients is kept for all access
  - Protection against denial-of-service attacks
  - Multi-tenant Security

### **Cloud Native Console:**

- Ability to create a shared stream with optional password and expiration date, which can be copied and shared natively through the console via email or text message
- Identify hot spots with heat map capabilities

### **Investigations**

- Ability to search based on date and time, color search (clothing and vehicle), and region search
- Investigate by location, camera(s), faces, license plates

### **Clips**

- Create clips manually or automatically via Alert Policies, which can be shared natively through the console via email or text message.
- Clips must have a minimum 90-day retention policy with an unlimited number of clips that can be created
- Save clips must have a minimum two-year retention policy with an unlimited number of clips that can be saved
- Ability to export video via .mp4 format, that can be viewed on standard platforms without a proprietary software

### **Features and Licensing:**

#### **AI features to include (but not limited to):**

- Any movement detection
- Human Movement
- Facial and License Plate Recognition with capability of assigning labels

- Face Mask Detection
- Helmet Missing Detection
- Unusual Behavior Detection
- Maximum Occupancy with ability to customize the number of maximum occupants
- Bandwidth indicator for each feature (low, medium, high)
- Ability to enable features in bulk or by individual camera

#### **User-Based Alert Notifications:**

- Must be user-based
- Ability to customize notification timing and method
  - Time, days, method (email, text message, mobile app), alert event

#### **Role groups:**

- Customizable administrative privileges
- Ability to view, view and manage, or no access by individual camera and/or sensor

#### **User Management:**

- Add individual users
- Assign to default or customizable role groups
- Resend welcome email
- A partner tab that shows any remote access by manufacturer or 3<sup>rd</sup> party partner
  - Default manufacture access must be unauthorized and must be granted by Town of Lyons.

#### **Support and Maintenance:**

- 1) The Town prefers an initial 3-year licensing and support with onsite support, with the option to renew after the 3-year period has ended.
- 2) The bidder/contractor shall provide a detailed description of all support, training and average response time for a support request.
- 3) The bidder/contractor shall provide any included maintenance programs or associated needs/costs.
- 4) The bidder/contractor shall provide and explain all applicable warranties.
- 5) The bidder/contractor shall provide firmware upgrades to the camera hardware during the period of operation.

#### **Installation and Configuration:**

- 1) The Town of Lyons is looking for a “turnkey” solution. The vendor will be responsible for all camera hardware, licensing, mounting, and configuration of equipment.
- 2) Vendor shall supply all camera specifications including manufacturer, model, description, any special maintenance requirements and warranty.

- 3) The bidder/contractor will be responsible for coordinating with the Town of Lyons/IT in configuring the networking equipment to work with the existing networks.
- 4) Bidder/contractor to configure the camera frame rate and compression rates to balance quality, storage, and bandwidth utilization.
- 5) The field of view on all cameras is to be coordinated and confirmed with staff.
- 6) Bidder/contractor to configure the motion detection sensitivity (where appropriate)
- 7) Bidder/contractor is responsible for all mounting hardware, brackets, conduit, and all accessories as required by manufacturer and/or site conditions to successfully place the cameras per proposal.
- 8) Bidder/contractor to configure each camera's identification and description (using a naming scheme that incorporates building and location, scheme to be approved by staff before setup begins).
- 9) Bidder/contractor shall be an authorized seller or partner of their proposed solution.

**\*\*NOTE ON CLOUD HOSTING AND COST:**

The Town is looking for bidders to supply a recommended cloud hosting provider as part of their initial bid showing initial costs and fees over the course of the initial 3-year licensing and software period as requested in the RFP. The Town will pay these fees as part of their operating budget, outside of the scope of this proposal/bid. We are asking bidders for recommendations on cloud-based services and potential costs so that the system chosen will be functional.

#### **IV. GENERAL INSTRUCTIONS TO PROPOSERS**

Proposals will be received by the Town at 432 5th Avenue, Lyons, Colorado 80540 as specified on the RFP. Proposers shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such. Proposals to be entitled to consideration shall be submitted in accordance with the following instructions:

##### **A. The Work**

The work for which proposals will be submitted is generally described in the RFP. All work must be completed in accordance with the scope of work/plans and specifications and any approved and agreed upon amendments thereto.

##### **B. Examination of Site and Documents**

Each proposer shall visit the site of the proposed work and shall completely inform themselves relative to construction procedure, labor, and all other conditions and factors, local and otherwise, which would affect prosecution and completion of the work and its cost. All such factors shall be properly investigated and considered in the preparation of the proposal. Each proposer shall fully examine RFP documents and acquaint himself/herself with their requirements and with the conditions surrounding the site that he/she shall be fully familiar with and informed of all difficulties and problems attendant on prosecution of the work. It shall be the responsibility of the proposer to direct to the attention of the Owner in writing and at least four (4) business days prior to the time set for the opening of the proposals, any seeming inconsistencies, ambiguous requirements, omissions, or any other matter which seems to require explanation, and to request clarification. The submission of a proposal shall be taken as prima facie evidence of compliance with this requirement and as an acknowledgement that the proposer has received all the required documents and has visited the site. There will be no subsequent financial adjustment for lack of such prior information.

##### **C. Interpretation**

No oral interpretation will be made by anyone to any proposer as to the true meaning of requirements of any part of the RFP Documents. Every request for such an interpretation shall be made in writing and addressed and forwarded to the Owner not later than four (4) business days before the date fixed for opening of proposals. The person submitting the request shall be responsible for its prompt delivery. Every interpretation made to a proposer will be in the form of an addendum to the Documents, which will be sent as promptly as practicable to all persons to whom the Documents have been issued. All such addenda shall become part of the Contract Documents and their receipt shall be acknowledged in the Proposal. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

##### **D. Preparation of Proposal Forms**

All proposal forms must be prepared in a single copy and in conformity with and be based upon and submitted subject to all requirements of the Contract Documents. They

must be fully completed with all blanks appropriately filled in. Each proposal shall be legibly written, printed in ink or typed. No alterations in proposals, or in the printed forms therefore, by erasures, interpolations or otherwise will be acceptable unless each such alteration is signed or initialed by the proposer. If initialed, the Owner may require the proposer to identify any alteration so initialed. No alteration in any proposal, or in the form on which it is submitted, shall be made after the proposal has been submitted. It will be the proposer's responsibility to secure any and all addenda from the Owner. The proposer will be required to acknowledge receipt of all addenda. Owner reserves the right to reject any propose which is received which has not been based upon all addenda issued by the Owner. No proposer may submit more than one proposal. Multiple proposals under different names will not be accepted from one firm or association.

#### **E. Signature of Proposers**

Each proposer shall sign the proposal form using his/her usual signature and giving his/her full business address. If the proposer is an individual, he/she must sign in individual capacity. Proposals by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representatives. Proposals by a corporation shall be signed with the name of the corporation followed by the signature and designation of the president or other person authorized to bind the corporation and attested to by the secretary with corporate seal. Proposals by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant. The names of all persons signing should also be typed or printed below the signature. A propose by a person who affixes to his/her signature the word "president" "secretary" "agent" or other designation without disclosing his/her principal may be held to be the propose of the individual signing. When requested by the Owner, evidence of the authority of the person signing shall be furnished.

#### **F. Submission of Proposals**

Proposal documents shall be enclosed in an opaque envelope, each of which shall be sealed and clearly labeled, and identified as described in the RFP. No responsibility shall attach to any employee of the Owner for the premature opening of any propose not prominently identified. The proposer shall be responsible for placing his/her firm name on the outside of such propose envelope. The Proposal Documents shall be submitted by the time and at the location as noted in the RFP and these instructions. Proposals received after the specified time of closing will be returned unopened. The submission shall include documents described in the RFP.

#### **G. Withdrawal of Proposals**

Any proposer may withdraw their proposal if a written request for withdrawal signed in the same manner and by the same person who signed the proposal form is received by the individual of the Town requesting the proposals prior to the time established for the opening of the proposals. No proposer may withdraw his/her propose for forty-five (45)

calendar days after the scheduled time set for the opening thereof, or before the award of the Contract, unless said award is delayed for a period exceeding forty-five (45) calendar days.

#### **H. Modifications to Proposals**

No oral or telephone modifications will be considered. Any proposer may modify his/her proposal at any time prior to the scheduled proposal opening time, provided such modification is in written form, signed by the same person who signed the proposal documents and submitted in a sealed envelope in accordance with the instructions set forth in this document.

#### **I. Acceptance of Proposals**

The Owner reserves the right to accept the proposal which in its judgment is the most qualified proposal or to reject any and all proposals and alternatives and to waive or disregard irregularities or informalities in any propose as it may deem to be in the best interest of the Town. The Board may consider as irregular any proposal on which there is an alteration of, or departure from, the proposal form hereto attached. Final determination of compliance with the proposal requirements will rest with the Owner.

#### **J. Insurance**

Throughout the life of the Contract, the consultant will be required to carry the types and amounts of insurance set forth in the Contract Documents and to keep on file with the Owner current certificates evidencing such coverages. Insurance certificate shall be on Owner's forms.

#### **K. Required Forms**

Successful proposer will be required to submit within ten (10) calendar days of Notice of Award the documents specified in the RFP, all on Town forms or approved alternates.

#### **L. Taxes**

The Owner is exempt from the collection and payment of state sales and use taxes on any materials, supplies or other equipment used or installed in the work. The contract proposed amount and any agreed upon variations thereof shall not include the cost of any such taxes. It shall be the responsibility of the consultant to complete and file an "Application for Exemption Certificate" with the Colorado Department of Revenue and submit copies of such Certificate to the Owner upon award of the Contract and prior to commencing any work.

#### **M. Equal Opportunity Employment**

The Town is an equal opportunity employer. Businesses owned and operated by minorities or women are encouraged to submit proposals. Proposers to whom a contract is awarded are encouraged to solicit proposals for subconsultants from

businesses owned and operated by minorities and women. Proposers to whom a contract is awarded shall not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the award or performance of subconsultants, including the procurement of materials. The required proposal document Prime Contractor's MBE/WBE and Labor Surplus Area Outreach Form document such outreach during the proposal process.

#### **N. Applicable Laws and Regulations**

Each proposer shall familiarize himself/herself with all state and local laws, codes, ordinances, and regulations which might in any manner affect the work to be done. A plea of misunderstanding or ignorance on the part of any successful proposer will not in any way excuse such proposer from the necessity of full compliance with every such law, code, or ordinance, or regulation. All state and local laws, codes and ordinances and regulations which are applicable shall be complied with including but not limited to those specified in these documents.

#### **O. Special Considerations for Grant Funded Projects**

Proposer understands that the Town has received grant funding for these projects and that certain requirements for reporting and contracting are necessary. These requirements are listed in the proposal documents as they apply to each project.

## V. SPECIFIC INSTRUCTIONS TO PROPOSERS

### A. Inquiries

Prospective proposers may make written inquiries by e-mail prior to the deadline for questions date listed above in *Section II. Schedule of Events* concerning this RFP to obtain clarification of requirements. There will also be an opportunity to make inquiries during the pre-proposal conference. No inquiries will be accepted after the deadline. Inquiries regarding this RFP (be sure to reference RFP number) should be referred to:

E-Mail: davec@townoflyons.com  
Subject Line: 25-TOLSURVEILLANCECAMERAS-02

– Questions on RFP

Response to proposers' inquiries will be posted 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 find any part of the listed 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 Town of such matters immediately upon discovery.**

### B. Protested Solicitations and Awards

When to File: Protests must be submitted in writing (via email, U.S. Mail or courier) and received by the Town Administration at 423 5<sup>th</sup> Avenue/ PO Box 49, Lyons CO 80540 prior to award of a contract. This can be submitted before or during a Board of Trustees meeting in which a contract will be approved.

Protests based upon restrictive specifications or alleged improprieties in any type of solicitation, which are apparent prior to either the proposal or proposed due date must be filed no later than three (3) working days prior to the propose opening date or proposal closing date.

Process: The protest must include, at a minimum, the following:

- 1) The name and address of the protestor
- 2) Appropriate identification of the procurement by RFP Number
- 3) A statement of the reasons for the protest
- 4) Any available exhibits, evidence or documents substantiating the protest

Decision: The Town Administrator shall make a decision, in writing, on a protest within seven (7) working days after receiving all relevant, requested information. This decision shall be based on and limited to a review of the issues raised by the protesting proposer, proposer, or contractor, and shall set forth



each factor taken into account in reaching the decision. The decision of the Town Administrator is final.

Withholding of Award: When a protest has been filed before an award, the Town Board shall not make an award before it has resolved the protest. If a protest has been filed before the opening of proposals or closing of request for proposals, the Town will resolve the protest prior to closing the solicitation, unless the Town determines that:

- 1) The items to be procured are urgently required; or
- 2) Delivery or performance will be unduly delayed by failure to make the award promptly; or
- 3) Failure to make prompt award will otherwise cause undue harm to the Town

### **C. Negotiation of Award**

The Town reserves the right to negotiate the award for the services with the proposer submitting the proposal in lieu of accepting the proposal as is.

### **D. RFP Response/Material Ownership**

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

### **E. Incurring Costs**

The Town is not liable for any cost incurred prior to the issuance of a legally executed contract.

### **F. Assignment and Delegation**

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

### **G. Availability of Funds**

Financial obligations of the Town 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 Town.

### **H. Unlawful Employees, Contractors and Subconsultants**

Consultant shall not knowingly employ or contract with an undocumented noncitizen to perform work under this Contract. Consultant shall not knowingly contract with a subconsultant that (a) knowingly employs or contracts with an undocumented noncitizen to perform work under this Contract or (b) fails to certify to the Contractor that the

subcontractor will not knowingly employ or contract with an undocumented noncitizen to perform work under this Contract.

#### **I. Verification Regarding Undocumented Noncitizen**

Contractor has confirmed the employment eligibility of all employees newly hired for employment to perform work under this Contract through participation in either the E-verify program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor & Employment.

## **VI. RESPONSE FORMAT**

Following are the response requirements for this RFP. All specific response items represent the minimum information to be submitted. Deletions or incomplete responses in terms of content or aberrations in form may, at the Town's discretion, render the proposal non-responsive.

### **Proposers shall submit in a sealed package:**

- One (1) Original Proposal, identified as "Original"
- One Copy of Proposal on a flash drive – Include both original and public viewing versions, if applicable.

To facilitate the evaluation, the proposer shall submit and organize all responses in the same order as listed in the section below. Proposals that are determined to be at a variance with this requirement may not be accepted. The Town only accepts proposals in hard copy format and does not accept proposals submitted via fax, email, or other electronic means. Late proposals will not be accepted. It is the responsibility of the proposer to ensure that the proposal is received at the Town of Lyons, Town Hall, on or before the proposal opening date and time.

The outside of the package will include the following information:

- Company Name
- RFP Number
- RFP Title
- Due Date and Time

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

### **A. Cover Letter**

Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFP. This letter should also provide principal contact information for this RFP, including address, telephone number, e-mail, and website (if applicable).

### **B. Use of Subconsultants/Partners**

There may be areas for use of subconsultants or partners in this project. If you are utilizing this approach, your proposal must list the subconsultants/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the Town will contract solely with your company, therefore subconsultants/partners remain your sole responsibility to follow the same requirements.

### **C. Company Information**

- 1) Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.
- 2) Identify the year in which your company was established and began providing consulting services.
- 3) Describe any pending plans to sell or merge your company.
- 4) Provide a comprehensive listing of all the services you provide.

### **D. Company and Personnel Qualifications**

Describe your business philosophy and identify the individuals who will be involved in the project, their responsibilities and amount of time each is expected to spend on the project. Include a brief description of the team's previous experience with similar projects. Provide resumes of the key personnel that will be performing the proposed services, including the primary project manager. Changes in the project team may not be made unless conditions beyond the control of Bidder/Contractor develop, in which case, changes in above personnel may be made only upon advance written approval by Town. The Town reserves the right to request changes in personnel of any Bidder/Contractor working under this Agreement.

Information should include, but is not limited to:

1. Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager.
2. Provide a complete list of all subconsultants the lead firm will use for the project along with an organizational chart showing the relationship of each to the lead firm. Include the amount of time that each is expected to spend on the project.
  - a) Provide a statement of past projects where the team, or members of the team have worked together and identify which team members were involved and the name and location of those projects.
  - b) Indicate for each sub-consultant team member, the primary contact and names and titles of their work group members.
  - c) Provide a chart showing each sub-consultant, primary contact name, phone number, email address, and mailing address.
  - d) Provide a short statement for the lead consultant and each sub-consultant noting their expertise in their area of consulting and why they have been selected as part of the project team. It is important to clarify each team member's qualifications and experience in their area of responsibility.
3. Demonstrate the ability, capability and skills necessary to perform the Contract or provide the services required to successfully complete this project.

### **E. Recent Experience with Similar Projects.**

1. List a minimum of three (3) projects of similar nature to this project that the lead consultant and the sub-consultants have had DIRECT involvement within the past five years. Be specific on why the reference project is similar to this project.

Include the referenced project name, a brief description, original budget, final cost, if the project was completed on time and a reference name and phone number.

2. The team's proposed project manager must have five (5) years of experience (minimum) in managing similar projects.
3. Discuss your familiarity with Lyons and local practices.
4. Failure on the part of any Consultant to carry out a previous contract satisfactory shall be deemed sufficient cause for disqualification.
5. Additionally, provide a list of five (5) references/customers that either have or are currently receiving services similar to the scope of services required by the Town under this RFP (list must include name, address, telephone number, email address and contact person). The Town reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.

#### **F. Approach to Scope of Work**

1. Describe any project approaches or ideas that you would apply to this project that you feel would enhance the quality of your services. Provide detailed information about what makes your approach unique and best suited for this project.
2. Describe how the firm will accomplish the work in an effective and timely manner. Include management philosophy, project control, project schedule, understanding of project scope, awareness of issues, and potential issues/problems that would need to be addressed early in the design process to prevent delays.
3. Explain the proposed work plan with a detailed description of the specific tasks as noted in the Scope of Services of this RFP. Include additional tasks and their purpose as needed to explain completing the work. Include critical path items, milestones and completion dates on the schedule.
4. Describe the methods and timeline of communication your firm will use with the Town's project manager, other involved Town staff, and other interested parties.
5. Provide a detailed scope to complete the project as identified above and amended by your proposal. Include description of work items included that are not specifically identified in the request, but the proposer believes are necessary to complete the scope.

#### **G. Fee**

1. Provide a detailed breakdown of costs according to those items listed in the Scope of Services. I.e. Materials-cameras (types, specifications, retention, storage capacity, all other details), hardware, software, labor, licenses, training, labor, cabling, or other equipment or services that may be needed. Please be sure to breakdown by position type, hourly rate, estimated hours, and subtotal.
2. Provide the total lump sum for the project.

#### **H. Required Documents**

1. Registration with the System of Award Management. [www.sam.gov](http://www.sam.gov)
2. Proposal Acknowledgement. This required form is included as Exhibit B.
3. Consultant Qualifications. This required form is included as Exhibit C.
4. Undocumented Noncitizen Certificate. This required form is included as Exhibit D.

#### **Determination of Responsibility of the Proposer**

The Town awards contracts to responsible and responsive consultants only. The Town 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. A "Responsible Proposer" is defined by this proposal as one who has "the capability in all respects to perform fully the contract requirements, presents, perseverance, experience, integrity, reliability, capabilities, facilities, equipment, and credit which will assure good faith performance." The Town reserves the right to request information as it deems necessary to determine a proposer's responsibility. If the proposer fails to supply the requested information, the Town shall base the determination of responsibility upon any available information or may find the proposer non-responsible if such failure is unreasonable.

## **VII. EVALUATION AND AWARD**

All proposals in response to this RFP will be evaluated by a Town committee, in accordance with the criteria described below. Proposals will be evaluated on the criteria listed below. These criteria will be the basis for reviewing the written proposals and determine the short-list of the bidder/contractor for interviews (if required). Total scores will be tabulated, and the bidder/contractor with the proposal that is highest ranked will be deemed to be the most advantageous to the Town will be selected. If the Town requests presentations by short-listed proposers, committee members may revise their initial scores based upon additional information and clarification received in this phase. In preparing responses, proposers should describe in clear and concise detail how they propose to meet the specifications as detailed in the previous sections. Specific factors will be applied to proposal information to assist the Town in selecting the most qualified proposer for this contract. Evaluation criteria that will be used are as follows, listed in order of relative importance:

### **A. Evaluation Criterion #1 - Company and Personnel Qualifications (25%)**

- Qualifications and abilities of professional personnel
- Experience on similar projects as a team
- Commitment of key members to project
- Firm's size, organizational structure and flexibility
- Firms technical disciplines and capabilities of subconsultants on team

### **B. Evaluation Criterion #2 - Recent Experience with Similar Projects (30%)**

- Firm's recent, relevant project history
- Demonstrated ability to control costs
- Demonstrated ability to meet schedule
- Demonstrated ability to do quality work

### **C. Evaluation Criterion #3 - Approach to Scope of Work (30%)**

- Firm's demonstrated clear understanding of the project
- Firm's scope of work aligns with the listed scope of work
- Firm has formulated a successful approach to the project
- If appropriate, firm has identified innovative alternatives, or well thought out additions

### **D. Evaluation Criterion #4 - Fee (15%)**

- Proposed fee

A presentation and/or demonstration may be requested by short-listed proposers prior to award. A presentation/demonstration may not be required, and therefore, complete information should be submitted with your proposal.





## **EXHIBIT A**

### **TOWN OF LYONS, COLORADO CONSTRUCTION AGREEMENT**

#### **Project Number 24-SURVEILLANCECAMERAS-01 (“Project”)**

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the TOWN OF LYONS, COLORADO, a municipal corporation of the State of Colorado, with offices at 432 5<sup>th</sup> Avenue, Lyons, Colorado 80540 (the “Town”), and \_\_\_\_\_, whose address is \_\_\_\_\_ (the “Contractor”) (each a “Party” and collectively, the “Parties”).

### **WITNESSETH**

WHEREAS, the Town desires to obtain all necessary components to complete the scope of work for a RFP or Bid Pack No. \_\_\_\_\_ (“Bid Pack”) issued by the Town;

WHEREAS, in response to the Bid Pack, the Town received bids or proposals, including one from Contractor (“Bid Proposal”);

WHEREAS, the Town has reviewed the Bid Proposal from Contractor for the completion of said work, and the Town finds said Bid Proposal acceptable and deems it the lowest responsible and responsive Bid proposal received; and

WHEREAS, the Town desires to contract with Contractor subject to the terms of this Agreement and all other Contract Documents.

NOW, THEREFORE, for the consideration herein expressed, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1.00 SCOPE OF WORK:** Contractor will furnish all tools, equipment, machinery, materials, supplies, superintendence, insurance, transportation, other construction accessories, and services specified or required to be incorporated in and form a permanent part of the construction and completion of the work proposed to be done under this Agreement (“Work” or “Scope of Work”). In addition, Contractor shall provide and perform all necessary labor in a first-class and professional manner and in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions, and conditions of the Contract Documents and Design Documents, including Plans and Specifications, as defined in the attached General Conditions. Contractor shall further perform, execute, construct, and complete all things mentioned to be done by Contractor and all work covered by the Town’s official award of this contract to Contractor, such award being based on the acceptance by the Town of Contractor’s bid, or part thereof.

**2.00 THE CONTRACT DOCUMENTS:** This Agreement incorporates all the Contract Documents, which together represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, written or oral representations, and agreements. The Contract Documents consist of this Construction Agreement, which Agreement also incorporates by this reference all of the instruments set forth in the Project Manual and Bid Documents as fully as if they were set forth in this Agreement in full. The documents consist of without limitation, the following documents:

1. Invitation to Bid and Instructions to Bidders
2. Contractor’s Bid Form (with Unit Pricing as indicated)
3. This Construction Agreement and any Addendums or Attachments thereto including (if checked)

- ☐ Attachment A, Federal Emergency Management Agency's ("FEMA") Grant Program Requirements for Procurement Contracts if FEMA funding is used for the Work
- ☐ Attachment B, Colorado Community Development Block Grant Disaster Recovery Program funds (hereinafter referred to as CDBG-DR funds) Requirements for Contracts if CDBG-DR funding is used for the Work
- ☐ Attachment C, Colorado Department of Transportation ("CDOT") Form 1273 is CDOT Federal funding is used for the Work

- 4. Performance and Payment Bond
- 5. Bid Proposal
- 6. Notice of Award
- 7. Notice to Proceed
- 8. Bid Bond (Minimum 5% equivalent of the Bid Proposal price or as otherwise set forth in the Bid Bond form provided as part of the Bid Pack)
- 9. General Conditions
- 10. **The Following Documents if the Box is Checked:**
  - ☒ Special Provisions
  - ☐ Design Documents, including all Drawings and Plans
  - ☒ Specifications
  - ☐ Addendums to Specifications and Standards
  - ☐ Town of Lyons Manual of Design Criteria and Standard Specifications
  - ☐ Change Orders, Field Orders or other similar revisions properly authorized after the execution of this Agreement
  - ☐ Others: \_\_\_\_\_

**3.00 TIME AND COMMENCEMENT OF COMPLETION:** This Agreement shall commence as of the date the Agreement is fully executed by both parties and shall continue through \_\_\_\_\_ or until the Scope of Work is completed.

**4.00 LIQUIDATED DAMAGES:** All time limits stated in this Agreement and the Contract Documents are of the essence of the Agreement. The Town and Contractor recognize the completion of the work as shown in the contractual time frame, or as extended, is important to the ongoing operations of the Town and its citizens. The Parties also recognize that delays include expenses to the Town for extended manpower commitments, outside consultant commitments, and potentially other legal fees to extend the project beyond the expected time period.

- ☐ If this box is checked, in lieu of requiring any such proof and backup for such expenses, Contractor agrees that liquidated damages (not penalties) may be assessed by the Owner in the sum of \$\_\_\_\_.00 per day for each day after the contract time frame expires.
- ☐ If this box is checked, in addition to or in lieu of the daily damages (if checked above), Contractor agrees that lump sum liquidated damages (not penalties) may be assessed by the Town in a lump sum payment of \$\_\_\_\_.00 if the work is not completed by \_\_\_\_\_, 20\_\_.

**5.00 CONTRACT SUM AND PAYMENT:** The Town shall pay to Contractor for performance of the Work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the sum of:

(Written) \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ .00) subject to adjustment as provided by the Contract Documents ("Contract Price").

a. Monthly, partial, progress payments shall be made by the Town to Contractor for the percentage of the Work completed, subject to inspection by Town staff to verify percentage of completion. The Town alone shall determine when work has been completed and progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all terms of this Agreement and the delivery of all improvements embraced in this Agreement in a complete and satisfactory manner to the Town in all details. The Town, before making any payment, may require Contractor to furnish releases or receipts from any or all persons performing work under this Agreement or supplying material or services to Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to Contractor without requiring the furnishing of such releases or receipts.

b. By the \_\_\_\_\_ day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. **These invoices for payment should be emailed to ap@townoflyons.com or mailed to Town of Lyons, P.O. Box 49, Lyons, CO 80540.** Materials on hand but not complete in place may or may not be included for payment at the discretion of the Town. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold at least five percent (5%) of payments to Contractor for any contract exceeding One Hundred Fifty Thousand Dollars (\$150,000.00) in accordance with C.R.S. § 24-91-101, *et seq.*

c. The Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Town of Lyons, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

**6.00 ACCEPTANCE AND FINAL PAYMENT:** Final payment may be requested by Contractor upon completion and acceptance, by the Town, of all work as set forth in the Contract Documents. The total amount of final payment shall consist of the Contract Price, as adjusted in accordance with approved change orders, if applicable, less all previous payments to Contractor.

**7.00 MODIFICATIONS AND AMENDMENTS:** Should work beyond that described in the Contract Documents be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing

ordinances or policies. Unless specifically excluded, such written agreements shall be considered part of the Contract Documents.

**8.00 CONTRACTOR'S REPRESENTATIONS:** To induce the Town to enter into this Agreement, Contractor makes the following representations:

- a. Contractor has familiarized itself with the nature and the extent of the Contract Documents, Scope of Work, the locality, all physical characteristics of the area of the work within the Scope of Work, including without limitation, improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work;
- b. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the Work;
- c. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and such documents are acceptable to Contractor; and
- d. Contractor shall not extend the credit or faith of the Town to any other persons or organizations.

**9.00 INSURANCE:** Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all obligations assumed by Contractor pursuant to this Agreement. Contractor shall not commence work under this Agreement until it has obtained all said insurance required by the Contract Documents and such insurance has been approved by the Town. Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, Contractor must continuously maintain the insurance coverage required in this section, with the minimum insurance coverage listed below:

- a. Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this Agreement.
- b. Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of two million Dollars (\$2,000,000.00) aggregate, plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
- c. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to each of Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of

interests provision. Such insurance coverage must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.

d. Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under this contract at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect Contractor and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds Ten Thousand Dollars (\$10,000). The policy shall provide for losses to be payable to Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against Contractor or the Town.

e. ☐ If this box is checked, Professional Liability/Errors and Omission in an amount not less than  MILLION DOLLARS (\$,000,000).

Certificates of insurance shall be completed by Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. The policies required above shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any self-insurance pool of the Town, shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for paying all deductibles.

Each certificate of insurance shall identify this Agreement or the project set forth in the Scope of Work and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate of insurance addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

**10.00 BONDS:** Consistent with C.R.S. § 38-26-105, Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Town, but in any event at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including but not limited to the guaranty period. These bonds shall remain in effect at least one year after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as: (i) are licensed to conduct business in the State of Colorado; and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of this section, Contractor shall, within five

(5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

**11.00 NO WAIVER OF GOVERNMENTAL IMMUNITY:** The Parties understand and agree that they are relying on, and do not waive or intend to waive by any provision of this Agreement or the remainder of the Contract Documents, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as from time to time amended, or otherwise available to the Parties, their officers, agents or their employees.

**12.00 INDEMNIFICATION:** Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold the Town, the United States Government, FEMA (if FEMA funding is part of the funding for the Work), the State of Colorado, their agencies, employees, officials and agents (“Indemnitees”) harmless from any and all claims, settlements, judgments, damages and costs, including reasonable attorney fees, of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the Indemnitees, that may arise, occur, or grow out of any errors, omissions, or negligent acts, done by the Contractor, its employees, subcontractors or any independent consultants working under the direction of either the Contractor or any subcontractor in the performance of this Contract.. Contractor is not obligated to indemnify the Town for the Town’s own negligence.

**13.00 TERMINATION FOR CONVENIENCE:** This Agreement and the performance of the Scope of Work hereunder may be terminated at any time in whole, or from time to time in part, by the Town for its convenience. Any such termination shall be affected by delivery to Contractor of a written notice (“**Notice of Termination**”) specifying the extent to which performance of the Scope of Work is terminated and the date upon which termination becomes effective. If the Agreement is terminated, Contractor shall be paid on a pro-rated basis of work status satisfactorily completed, under the detailed Scope of Work. The portion of the Scope of Work satisfactorily completed but not yet accepted by the Town shall be determined by the Town.

**14.00 EVENTS OF AND TERMINATION FOR DEFAULT:**

a. The Town may serve written notice upon Contractor of its intention to terminate this Agreement in the presence of one of the following events of default:

i. Contractor should fail to initiate the Scope of Work at the agreed upon time;

ii. The performance of the Scope of Work is being unnecessarily or unreasonably delayed;

iii. The Scope of Work is not completed within the time specified or within the time to which completion of the Scope of Work has been extended;

iv. Contractor should fail to make prompt payments for labor, materials or to subcontractors;

v. Contractor shall willfully violate this Agreement or disregard laws, ordinances or instructions of the Town;

- vi. Contractor shall abandon performance of the Scope of Work;
- vii. The Agreement or any part thereof has been assigned, transferred or sublet without Town approval;
- viii. Contractor shall become insolvent or adjudged bankrupt; or
- ix. Contractor shall refuse to remove materials or perform any work within the Scope of Work as shall have been rejected as defective or unsuitable.

b. Such written notice shall contain the reasons for the intention to terminate this Agreement and provide a five (5) business day period during which Contractor may cure the event of default. A failure to timely cure the event of default shall authorize the Town to immediately terminate this Agreement and take whatever steps it deems necessary to complete the Scope of Work, if so desired by the Town in its sole discretion. The costs and charges incurred by the Town, together with the costs of completion of the Scope of Work shall be deducted from any monies owed to Contractor. If the expense incurred by the Town is greater than the sums payable under this Agreement, Contractor shall pay the Town, within sixty (60) days of demand therefor the amount of such excess cost suffered by the Town.

**15.00 LIABILITY FOR EMPLOYMENT-RELATED RIGHTS AND COMPENSATION:**

Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

The Town will not include Contractor as an insured under any policy the Town has for itself. The Town shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for Contractor or Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including without limitation coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

**CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.**

To the maximum extent permitted by law, Contractor waives all claims against the Town for any Employee Benefits; Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for Contractor imposed on the Town; and Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position Contractor was ever the Town's

employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

**16.00 GOVERNING LAW AND VENUE:** Venue for any legal matters regarding or arising out of the transactions covered herein shall be solely in the District Court in and for Boulder County, State of Colorado. This transaction shall be governed by the laws of the State of Colorado.

**17.00 ASSIGNMENT:** Contractor shall not assign any of his rights or obligations under this Agreement without the prior written consent of the Town. Upon any assignment, even though consented to by the Town, Contractor shall remain liable for the performance of the work under this Agreement.

**18.00 LAWFUL PERFORMANCE:** It is further agreed that no Party to this Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Lyons, Colorado.

**19.00 INVALID SECTIONS:** Should any section of this Agreement be found to be invalid, it is agreed that all other sections shall remain in full force and effect as though severable from the invalid part.

**20.00 NO WAIVER OF RIGHTS.** A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The Town's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the Town except in writing signed by the Town Board of Trustees or by a person expressly authorized to sign such waiver, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

**21.00 BINDING EFFECT.** The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section shall not authorize assignment.

**22.00 THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

**23.00 SURVIVAL OF TERMS AND CONDITIONS.** The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

**24.00 NOTICE:** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed facsimile or email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

The Town:

Town of Lyons



Attention: Town Administrator  
**432 5<sup>th</sup> Avenue**  
**P O Box 49**  
**Lyons, CO 80540**

With copies to:

Attn: Town of Lyons Town Attorney  
Wilson Williams Fellman Dittman  
ADDRESS

**Contractor:**

With a copy to:

***SIGNATURE PAGE FOLLOWS***

**THIS AGREEMENT is executed and made effective as provided above.**

**TOWN OF LYONS**

§ 4-3-40

ATTEST:

By: \_\_\_\_\_  
Dolores M. Vasquez, CMC, Town Clerk

☐ Board of Trustees approval required per  
of the Municipal Code

By: \_\_\_\_\_  
Hollie Rogin, Mayor

OR

☐ Town Administrator approval required  
of the Municipal Code

per § 4-3-40

\_\_\_\_\_  
Administrator

By: \_\_\_\_\_  
Victoria Simonsen, Town

\_\_\_\_\_

Date Executed by the Town of Lyons

**CONTRACTOR:**

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) ss.

The foregoing Construction Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ as  
\_\_\_\_\_ of \_\_\_\_\_, a  
\_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**(Required for all contracts pursuant to C.R.S. § 8-40-202(2)(b)(IV))**

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**Exhibit B**  
**Proposal Acknowledgement**

**COMPREHENSIVE SAFETY ACTION PLAN  
FOR TOWN OF LYONS**

**Failure to complete, sign and return this submittal page with your proposal may be cause for rejection.**

Contact Information Response

Company Name
Name and Title of Primary Contact
Person
Company Address
Phone Number
Email Address
Company Website

**By signing below I certify that:**

- ☐ I am authorized to propose on my company's behalf.
- ☐ I am not currently an employee of the Town of Lyons.
- ☐ None of my employees or agents are currently employees of the Town of Lyons.
- ☐ I am not related to any Town of Lyons employee or Elected Official.

\_\_\_\_\_  
**Signature of Person Authorized on Company's Behalf Date**

Note: If you cannot certify the above statements, please explain in the space provided below.

**Town of Lyons, Colorado**  
**Comprehensive Safety Action Plan**

**EXHIBIT C**

**CONSULTANT QUALIFICATIONS**

		Yes	No
1	Has the Consultant completed similar types of projects in existing neighborhoods within the last 5 years?		
2	Can the Consultant provide references for each of the projects in response to no. 1 above?		
3	Can the Consultant provide the required Insurance and Bonding Requirements listed in the General Conditions of the Contract?		
4	Can the Consultant commit the necessary manpower and equipment to provide the services within the required time frames?		

Consultant Shall Provide References Here:

R1	
R2	
R3	
R4	
R5	

**EXHIBIT D**  
**CONSULTANT'S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with the Town of Lyons, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an undocumented noncitizen who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Note: Registration for the E-Verify Program can be completed at: <https://e-verify.uscis.gov/enroll/>.