



REQUEST FOR PROPOSAL

26-29 - Linkage Fee Nexus Study

Submission Due Date

Thursday, July 16, 2026 by 2:00 pm Mountain Time

Documents Prepared by:
Procurement & Contracts Division
On behalf of
Comm Dev.

Anticipated Key Dates

RFP Issued	June 16, 2026
Pre-Proposal Meeting / Conference (Non-Mandatory)	June 23, 2026, 10:00am Microsoft Teams Join: https://teams.microsoft.com/meet/279609991581399?p=Ror3GfKTec7ZHE5h0T Meeting ID: 279 609 991 581 399 Passcode: V4rE6nz3
Question Acceptance Deadline	June 30, 2026, 2:00pm
Proposals Due by	July 16, 2026, 2:00pm
Anticipated Project Kick-off Date	August 3, 2026

Please read the entire document. Do not remove any pages. Do not contact the issuing department as this may result in disqualification. All communication is to be directed to the City's Procurement Team, Kelsey Carter, kcarter@ci.wheatridge.co.us

Late submissions will not be considered. Only submissions received to OpenGov Procurement prior to the deadline will be considered.

For more information, please visit our online supplier portal, located at
<https://procurement.opengov.com/portal/wheatridgeco>

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Attachments:

A - Sample Agreement - Informational Only

B - Sample Billing Form - Informational Only

C - STAFF MEMO - Inclusionary Housing Zoning (IHZ) Update

1. Introduction, Background, Scope of Work

1.1. Introduction

The City of Wheat Ridge is soliciting proposals from qualified individuals, institutes, firms, or organizations to complete a Nexus Study for a Housing Impact (Linkage) Fee. The goal is to assess the demand for affordable housing generated by both residential and commercial development and to explore a legally defensible fee structure. The study should evaluate the potential impact on future development activity in Wheat Ridge and whether a linkage fee would be economically viable.

This study will directly support the implementation of the City's Affordable Housing Strategy and Action Plan (AHS) by exploring a linkage fee as a secondary revenue source for the City's Housing Fund. City Council provided this direction based on the results of a consultant-led Inclusionary Housing Zoning (IHZ) Feasibility Analysis, which indicated that an IHZ program may not be the most appropriate tool for Wheat Ridge at this time due to market constraints and development patterns.

1.2. Background

In January 2023, the City of Wheat Ridge adopted the Affordable Housing Strategy and Action Plan, which recommended exploring both an IHZ program and other recurring funding sources to support the City's Housing Fund.

In fall 2024, the City commissioned a feasibility study of an IHZ program. The study identified potential challenges in applying inclusionary requirements to small- and mid-size residential developments and found that many projects could not absorb the added costs, particularly under the City's charter-imposed density limitations and current market volatility.

As a result, on July 7, 2025, City Council directed staff to pause work on a traditional IHZ ordinance and instead explore a Housing Impact (Linkage) Fee as a more equitable, legally defensible, and stable approach to generating revenue for affordable housing. This RFP seeks a qualified consultant to conduct the required Nexus Study to move this policy forward.

The City of Wheat Ridge (the "City") Municipal Building is located in the northwest Denver metropolitan area, with municipal offices at 7500 W 29th Avenue, Wheat Ridge, CO 80033. The City's area consists of about nine square miles of rolling land adjacent to the Interstate 70 transportation corridor between Denver and the Rocky Mountains. The topography is somewhat unique, with a natural ridge traversing the City. The City is a suburban community of approximately 33,000 residents. Wheat Ridge is a home-rule municipality with an elected mayor and eight council members, and a Council- Manager form of government. Wheat Ridge recognizes the Best Value procurement model which allows the City to appoint suppliers that best meet the needs of the City, taking into consideration proposer qualifications, price, products, and service capabilities and other factors relevant to the City's policies, programs, administrative resources, and budget.

1.3. Scope of Work

1.3.1. Scope of Work

The consultant will develop a comprehensive Nexus Study that explores the rational nexus between new development (residential and non-residential) and the increased demand for affordable housing.

The scope shall include, but is not limited to:

- Overview of Nexus Studies & Legal Authority: Broad review of legal and policy foundations for impact fees related to housing. This shall include a review demonstrating compliance with applicable case law

and statute related to impact fees, with conclusions on the relative defensibility of the contemplated fee.

- Case Study Review: Examples of housing impact fees in peer cities similar in size, population, geography, proximity to metro areas, and real estate market dynamics. In addition, a review and comparison of linkage fees versus inclusionary zoning policies.
- Demographic and Market Analysis: that includes, but is not limited to population, employment, housing trends, employment density, and job creation for different development types, and a housing affordability gaps analysis.
- Housing Impact Fee Nexus Analysis: that quantifies the relationship between new development and increased affordable housing demand. The analysis should include the impact of both new residential and non-residential (commercial) development.
- Residential Nexus Analysis:
 - By development prototype (e.g., townhomes, apartments)
 - Estimate job creation by household
 - Affordability gap and fee calculation
- Non-Residential Nexus Analysis:
 - By land use type (e.g., retail, office, industrial)
 - Building size and employment density
 - Linkage fee calculation per square foot
- Feasibility Analysis: that evaluates existing development fees in Wheat Ridge, assesses the financial impact of proposed fees on typical development types, and considers potential policy exemptions, including sliding scale fees or other calibration methods. This shall include impact scenarios of low, medium, and high.
- Revenue Projections: based on current development trends and speculative buildout (10-15 years).
- Stakeholder Outreach: Shall be conducted with developers or other real estate professionals active in Wheat Ridge. The outreach should be summarized in the final report.
- Policy Recommendations: Draft policy options, including fee structure, applicability thresholds, and exemption categories
- Presentation and Reporting: Present findings to City Council at least one study session and attend public hearing(s) for ordinance adoption, if applicable.

1.3.2. Deliverables

The deliverables shall include:

1. Final Housing Impact Fee Nexus Study that contains:
 - a. Demographic and market analysis
 - b. Residential and commercial nexus calculations

- c. Fee structure recommendations
 - d. Revenue projections
 - e. Developer feedback summary
 - f. Feasibility analysis
2. Policy Recommendations Report
 - a. Draft fee program structure, including:
 - A. Residential and non-residential fee rates
 - B. Exemptions and phase-in strategies
 - b. Legal rationale and implementation considerations
 3. Draft Ordinance Language, if applicable
 4. Presentations
 - a. One presentation at a City Council study session to gather feedback
 - b. One presentation at a public hearing based on council direction at study session

1.3.3. Project Timeline

This project is grant-funded and must be completed by June 2027. The project will follow a phased approach from August 2026 through June 2027, aligning technical analysis, stakeholder engagement, and policy development with key decision points.

Project Kickoff (August – September 2026)

The project will begin with kickoff, data collection, and baseline analysis. During this phase, the consultant will conduct demographic and market analysis and initiate the residential and non-residential nexus study, establishing the analytical foundation for fee development.

Policy Development (October 2026 – January 2027)

During this phase, the consultant will advance the nexus analysis, conduct feasibility testing, and develop preliminary policy recommendations. Stakeholder engagement with developers and industry professionals will occur to inform assumptions and evaluate market impacts. A City Council study session will be held to present initial findings and policy options and to receive direction on whether to proceed with program development.

Final Development (February – April 2027)

Building on Council direction, the consultant will finalize the Nexus Study, refine policy recommendations, and prepare a draft fee program structure, including proposed rates, applicability, and potential exemptions or calibration strategies.

Adoption Process (April – June 2027)

The final phase will include preparation of final deliverables, presentations to City Council, and support for public hearings related to ordinance adoption, if directed. This phase will ensure the City is positioned to implement a legally defensible and market-informed housing impact fee program.

1.3.4. Project Funding

This project is funded in part by a \$50,000 State of Colorado grant awarded through the Proposition 123 Local Planning Capacity Grant program. The city recognizes that the full scope of work may exceed the grant-funded amount and has additional funding available that may be allocated to the project as appropriate.

In your proposal, please provide a breakdown of the work that can be completed within the grant-funded amount. If the proposed scope exceeds this amount, please include a separate itemized breakdown identifying any additional tasks, deliverables, or enhanced services that would require supplemental funding, along with a description of the value each addition would provide to the overall project outcomes. The city will review proposals and determine the final authorized scope of work during contract negotiations.

Because this project is supported by state grant funding, the selected consultant will also be expected to provide invoices, supporting documentation, and reporting materials that comply with the requirements of the Proposition 123 Local Planning Capacity Grant Program. The City will provide applicable reporting templates, reimbursement procedures, and grant compliance guidance at project kickoff

2. Evaluation Process & Criteria

2.1. Evaluation Process

2.1.1. Evaluation Process

Firms will be evaluated not only on their past experience for the type of work involved, but also on their ability to address issues critical to the success of the audit services requirements outlined in this RFP. Submittals should be formatted to correspond exactly to the bullets. Indexes for each of the categories are preferred, in the same order. Additional relevant information is encouraged.

Omissions or incomplete responses in terms of content or aberrations in form may, at the City's discretion, render the proposal non-responsive. If you would like to incorporate the City marketing logo or City seal in your submittal, please contact: Kelsey Carter at kcarter@ci.wheatridge.co.us

2.1.2. Selection Process

The selection committee may either recommend an award based on the proposals alone or elect to short-list firms and conduct interviews.

The short-list process includes written notification to the short-listed firms, interviews with firm members, reference checks on the top-ranked firm, and the negotiation of fees.

1. **Short List:** Submittals will be evaluated in accordance with the evaluation criteria above. The panel will review and score all proposals received. Firms with the highest scores may be invited to participate in oral interviews with the evaluation committee.
2. **Oral Interviews:** It is anticipated that oral interviews will be conducted in accordance to the schedule below. Short-listed firms will be notified in writing and invited to interview. Key personnel from the firm and major consultants who will be directly involved with the project should attend the interview. The selection committee will, in particular, be interested in knowing more about the firm's previous experiences, the perceived ability to meet specified deadlines, and the overall project approach, and will appreciate the opportunity to converse with individuals who will act as the primary contacts for the project.

3. **Fee Proposals and Final Selection:** The City will attempt to negotiate a contract with the highest ranked firm, following the interview process.

2.2. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Understanding of the Scope of Work <ol style="list-style-type: none"> 1. Demonstrate your understanding of the technical requirements of a nexus study, including the methodologies, data sources, and analytical frameworks typically employed. 2. Demonstrate familiarity with nexus study legal frameworks, including applicable case law and statutory authority in Colorado, and describe your approach to ensuring the nexus study produces a legally defensible fee structure. 3. Describe how the objectives identified in the RFP will be achieved, and identify any foreseeable challenges in the implementation of the scope. 4. Discuss your firm's familiarity with the project area, local market conditions, and experience working with the City of Wheat Ridge or other Jefferson County and metro Denver area municipalities. 5. Demonstrate familiarity with Colorado Proposition 123 and the Local Planning Capacity Grant program requirements, including any applicable reporting, deliverable, or compliance obligations tied to state grant funding. 	Points Based	25 (25% of Total)

2.	<p>Qualifications</p> <ol style="list-style-type: none"> 1. Provide an overview of your company's history, including management structure, firm size, number of employees, years in business, location of working office, and any DBAs. 2. Identify all team members and their respective roles, including any sub-consultants. Provide resumes for essential staff indicating credentials, training, education, certifications, and length of time with the company. Describe individual team member experience with similar nexus studies or related work for municipal or regional clients in Colorado. 3. Outline the project manager's qualifications and experience leading similar nexus studies or housing policy projects in the same capacity. 4. Demonstrate experience producing nexus studies that have withstood legal scrutiny or been successfully adopted into ordinance. Describe the outcome of any nexus study your firm has completed, including whether the resulting fee program was adopted and implemented. 5. Demonstrate experience working on projects funded by state or federal grants, including familiarity with grant compliance, documentation, and reporting requirements. Experience with Colorado Department of Local Affairs (DOLA) or other Colorado state agency grants is preferred. 6. Describe your firm's experience conducting stakeholder outreach with private developers and real estate professionals in the context of impact fee or affordable housing policy studies. 	Points Based	20 (20% of Total)
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	<ol style="list-style-type: none">7. State any MBE/WBE or disadvantaged business enterprise participation.8. Provide a brief summary of your firm's financial stability. Disclose whether your firm or any affiliates have filed for bankruptcy or reorganization under bankruptcy laws.9. Disclose any relationships that could be construed or perceived as personal or organizational conflicts of interest.10. Provide a statement agreeing to maintain insurance per RFP requirements if awarded.		
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3.	<p>Proposed Approach to Providing Services</p> <ol style="list-style-type: none"> 1. Detail your proposed phased work plan aligned with the project timeline of August 2026 through June 2027, including how you will structure and manage the project within the grant performance period. 2. Describe your methodology for conducting both the residential and non-residential nexus analysis, including the demographic and market analysis and feasibility analysis. 3. Describe your approach to stakeholder outreach with developers and real estate professionals active in the Wheat Ridge market, including how findings will be integrated into the final study and policy recommendations. 4. Describe your experience supporting municipal clients through the public hearing and ordinance adoption process, including preparation of draft ordinance language related to housing impact fees or similar policy tools. 5. Describe your approach to grant compliance and documentation, including how you will support the City of Wheat Ridge in meeting all state reporting and deliverable requirements tied to Proposition 123 funding. 6. Discuss your quality control methodology, including adherence to widely accepted professional and legal standards for nexus studies. 7. Detail your firm's billing procedures, invoicing schedule, and reporting practices, including documentation practices for grant-reimbursable expenses. 	Points Based	20 (20% of Total)
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4.	Related Experience and References	Points Based	20 (20% of Total)
	<ol style="list-style-type: none"> 1. Provide references for nexus studies or projects of similar size and scope completed for municipalities comparable to Wheat Ridge in size, market context, and proximity to a major metro area. Please include contact information for each reference and whether the study resulted in an adopted fee program and its current implementation status. 2. Describe experience with projects completed using state or federal grant funding, specifically highlighting experience with Proposition 123, DOLA grants, or other Colorado state-administered programs. 3. Provide examples of projects where your firm prepared draft ordinance language or supported a public hearing process related to housing impact fees or similar housing policy tools. 4. Describe any experience with projects involving the intersection of inclusionary zoning feasibility and linkage fee analysis, particularly if market constraints drove a policy shift similar to Wheat Ridge's situation. 5. Describe any prior client relationships with Colorado municipalities, counties, or state agencies, including the City of Wheat Ridge or neighboring Jefferson County jurisdictions. 6. Describe any prior client relationships that were not renewed following the agreed-upon term, and explain the circumstances. 7. Describe any instances in the past five years of client-firm dispute resolution, whether resolved to the satisfaction of both parties, 		

	<p>and if not, be prepared to explain why.</p> <p>8. Describe the unique strengths and relevant experience your firm brings to this specific engagement.</p>		
5.	<p>Price</p> <p>1. Provide a detailed fee schedule including individual hourly rates for all partners and support staff. Include all reimbursable expenses, which should be assumed to be billed at cost, without mark-up. If the scope of work exceeds \$50,000, please provide a separate itemized list of additional tasks or deliverables, with cost estimates and a brief justification for each.</p> <p>2. Outline all rates/fees for staff including fringe benefits, payroll taxes, insurance, and overhead costs.</p> <p>3. List pricing for each element of the requested scope of work, including the nexus analysis, feasibility analysis, stakeholder outreach, policy recommendations report, draft ordinance language, and City Council and public hearing presentations.</p> <p>4. Note any pricing considerations or constraints related to the grant-funded nature of this project, including alignment with Proposition 123 Local Planning Capacity Grant eligible expense categories.</p> <p>5. Rates are negotiable.</p>	Points Based	<p>15 (15% of Total)</p>

3. Administrative and Offeror Information

3.1. Proposal Opening, Evaluation, and Award

There is no public opening. Names of each proposer will be posted on the city website. Proposals will be examined after opening and will be evaluated based on the evaluation criteria. The firm selected for the award will be chosen based on the apparent Best Value to the City and not necessarily based on lowest price. The City reserves the right

to make multiple awards if deemed in the best interest of the City. No proposal may be withdrawn for a period of sixty (60) calendar days of the Proposal Opening date.

3.2. Sales & Use Tax

Don't include sales or use tax in your proposal, as the City of Wheat Ridge is exempt from City, County, State, and Federal sales and excise taxes. Certificates will be issued upon request. City of Wheat Ridge Sales Tax Exempt: **98-03515**

3.3. Proposer Qualifications

No proposal will be accepted from and no contract will be awarded to any person, firm, or corporation that is in arrears to the City of Wheat Ridge, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable by the City. If requested, proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply or service bid upon and that they have the necessary financial resources to provide the proposed supply or service.

3.4. Right to Investigate

The City reserves the right to investigate and confirm the proposer's financial responsibility. This may include financial statements, bank references, and interview with past consultants, employees, and creditors. Unfavorable responses to these investigations are grounds for rejection of the proposal.

3.5. No Commitment by the City of Wheat Ridge

This Request for Proposals does not commit the City of Wheat Ridge to award any costs or to pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies. In acceptance of proposals, the City of Wheat Ridge reserves the right to negotiate further with one or more of the contractors as to any features of their proposals, and to accept modifications of the work and price when such action will be in the best interest of the City. This includes solicitation of a best and final offer from one or more of the proposers.

3.6. Proposal Representation

Each proposer must sign the proposal and shall give his or her full business address on the form provided in this proposal. Proposals by partnerships shall be signed with the partnership name by one of the members or by an authorized representative. 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 it in the matter and shall have the corporate seal affixed thereto.

3.7. Anti-Collusion Clause

No officer or employee of the City of Wheat Ridge, and no other public official or employee who may exercise any function or responsibilities in the review or approval of this undertaking, shall have any personal or financial interest—direct or indirect—in any contract or negotiation process thereof. The above compliance request will be part of all City of Wheat Ridge contracts for this service.

3.8. Indemnification

Contractor hereby indemnifies and agrees to hold the City and its representatives and agents harmless for and on account of any act or omission of the Contractor in the execution and completion of the project specified herein, and this indemnification shall extend to and include Bodily Injury, Property Damage or Personal Injury, including compensatory, economic, punitive or special damages suffer by any person or entity in connection with the project. Contractor agrees to defend the City hereunder and indemnify the City, to include all court costs and attorney's fees incurred in any defense required to be undertaken by the City as a result of the

actions of the Contractor on the project. Notwithstanding the foregoing, nothing contained herein shall be deemed a waiver by the City of any of the protections afforded the City by virtue of the provisions of the Colorado governmental Immunity Act (Colo. Rev. Stat. 24-10-101).

3.9. Insurance

The successful Proposer(s) will be required to execute Certificates of Insurance to be attached to the executed contract documents and which shall become part of the contract as information documents only. The certificates shall provide that the insurance shall not be cancelled or terminated prior to completion of the work and that thirty (30) days' notice shall be given the City prior to cancellation of policies.

The successful Proposer shall be required to maintain the following insurance coverage:

Certificate Holder: City of Wheat Ridge 7500 West 29 th Avenue Wheat Ridge, CO 80033	Required
City of Wheat Ridge, its officers and employees must be named as an additional insured to general liability policy.	Required
All policies as required shall provide a waiver of subrogation in favor of City of Wheat Ridge.	Required
Workers Compensation - statutory limits provided by an insurance carrier that is licensed to do business in Colorado. The policy shall contain a Waiver of Subrogation on behalf of City of Wheat Ridge. Employer's liability: \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee	Required
Commercial General Liability \$1,000,000 each occurrence \$2,000,000 general aggregate \$1,000,000 personal injury \$2,000,000 products and completed operation aggregate If applicable to the scope of work, the following shall be included: -No exclusion for abuse or molestation -No exclusion for assault and battery -Liquor liability	Required

Builder's Risk – The Contractor shall insure 100% of the replacement value of the work and materials installed and delivered, plus the replacement value of the work or materials furnished or delivered but not yet paid for by the City, for the life of the contract on an All-Risk basis, subject to the normal exclusions, terms, and conditions of the standard Builder's Risk insurance policy with an insurance company or companies acceptable to the City. The Contractor shall be responsible for all damage to the work under construction until acceptance of and release of responsibility for the work to the City.	Not Required
Commercial Automobile Liability – including owned, hired, and non-owned vehicles. (If autos are used in the performance of work under this agreement). Combined single limit for bodily injury and property damage. \$1,000,000 each accident	Required
Professional Liability/Errors and Omissions \$1,000,000 each claim \$1,000,000 aggregate	Required
The insurance requirements specified by the City shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the City during the full term of the contract and/or agreement and any extension thereof.	Required
Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Procurement has approved a deviation.	Required

3.10. Laws and Regulations

All applicable State of Colorado and Federal laws, City and County ordinances, licenses and regulations shall apply to the award throughout, and herein incorporated here by reference.

The Proposer shall confirm its compliance with the 80% Colorado labor requirement of the Keep Jobs in Colorado Act, H.B. 13-1292, including C.R.S. 8-17-101, et seq.

3.11. Federally Funded Projects

Supplier must complete and submit the Vendor Qualification Form provided with the request. Failure to complete this form and submit with response may result in the disqualification of the contractor. The City's acceptance of this proposal shall be based on information provided by the contractor in the form. For all federally funded projects, Contractor cannot be banned or debarred, per current sam.gov information at www.sam.gov.

3.12. Accessibility

Contractor(s) and solutions complies with all applicable provisions of §§24-85-101, et seq., C.R.S., [1] and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information

Technology pursuant to Section §24-85-103(2.5). Contractor also complies with the latest version of Level AA of the Web Content Accessibility Guidelines (WCAG), currently version 2.1, as described in State of Colorado Technical Standard TS-OEA-002, Technology Accessibility for Web Content and Applications when developing solutions for the state.

The Contractor agrees to indemnify, save, and hold harmless the state, 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).

Any additional costs to add accessibility features will be the obligation of the Contractor, and any addition or change to the Price Proposal will be disallowed.

3.13. Subcontracting

No portion of this proposal may be subcontracted without the prior written approval of the City.

3.14. Sales Prohibited/Conflict of Interest

No officer, employee, or member of City Council shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies, or services—where such officer or employee exercises (directly or indirectly) any decision-making authority concerning such sale or has any supervisory authority over the services to be rendered. Soliciting or accepting any gift, gratuity favor, entertainment, kickback, or any items of monetary value from any person who has or is seeking to do business with the City of Wheat Ridge is prohibited.

3.15. Modification of Agreement

No modification of award shall be binding upon the City, unless made in writing and signed by authorized agents of both parties.

3.16. Cancellation

Either party may cancel the award in the event that a petition—either voluntary or involuntary—is filed to declare the other party bankrupt or insolvent, or in the event that such party makes an assignment for the benefit of creditors.

3.17. Termination of Award for Cause

If through any cause the successful proposer shall fail to fulfill in a timely and proper manner its obligations, or if the successful proposer shall violate any of the covenants, agreements, or stipulations of the award, the City shall thereupon have the right to terminate the award by giving written notice to the successful proposer of such termination—specifying the effective date of termination. In that event, all finished or unfinished services, reports, or other materials prepared by the successful proposer shall—at the option of the City—become its property, and the successful proposer shall be entitled to receive just, equitable compensation for any satisfactory work completed, or prepared documents/materials furnished.

Notwithstanding the above, the successful proposer shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the award by the successful proposer, and the City may withhold any payments to the successful vendor for the purpose of set-off, until such time as the exact amount of damages due the City from the successful proposer is determined.

3.18. Termination of Award for Convenience

The City may terminate the award at any time by giving written notice to the successful vendor of such termination (specifying the effective date thereof) at least thirty (30) working days before the effective date of such termination. In that event all finished or unfinished services, reports, materials(s) prepared or furnished by the successful proposer under the award shall—at the option of the City—become its property. If the award is terminated by the City as provided herein, the successful vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed or material of compensation previously made. If the award is terminated due to the fault of the successful proposer, termination of award for cause relative to termination shall apply.

3.19. Equal Opportunity

The successful firm will agree not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, or physical handicap.

It shall be a condition that any company, firm, or corporation supplying goods or services must be in compliance with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted, and from time to time amended, and any other applicable Federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be required, upon request, by the City.

3.20. Disadvantaged Business Enterprise

Disadvantaged business enterprises are afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. As a recipient of Federal funds, subject to United States Department of Transportation Title VI Regulations at 49 CFR Part 21 the Civil Rights Act of 1964, the City of Wheat Ridge and its responsible agents, contractors and consultants assure that no person shall on the grounds of race, color or national origin be excluded from participation in the opportunity to bid or be discriminated against in consideration of award of this project. The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, 49 CFR Part 21.

3.21. Common Language

Unless otherwise specified in this document, all words shall have a common language unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender. The words “firm,” “bidder,” “vendor,” “offeror,” “contractor,” “consultant,” and “proposer” refer to any person, partnership, corporation, or other entity.

3.22. Proprietary Information

The evaluation committee will hold information provided by proposers during the solicitation process in confidence until the date of an award. After that date, proposals will become public record. Proposers may request parts of their proposals to remain confidential and shall indicate as such in the proposal and on the appropriate proprietary or financial pages. All information included in any proposal that is of a proprietary nature must be clearly marked. The City shall be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm. An entire proposal shall not be considered proprietary.

3.23. Competitiveness and Integrity

The Procurement Office maintains control of its internal and third-party communications during the procurement process to prevent biased evaluations and compromises of confidential information, and to preserve the competitiveness and integrity of such procurement efforts. Proposers should not disclose their pricing to any employees of the City other than the contract representative. Attempts by proposers to establish informal communication channels regarding this procurement will be viewed negatively and shall result in rejection of the offending firm's offer.

3.24. Proposal Format

All responses to this Request for Proposal shall use the respondent's format, except for those pages which have blanks to be filled in by the respondent, or those pages marked for return with proposal. A proposal can be rejected by the City if the submitting firm fails to completely fill in all blanks for evaluation of the proposal or fails to answer all questions. Proposal should be submitted initially on the most favorable terms. All proposals shall be prepared in a comprehensive manner as to content; however, no necessity exists for expensive binders or promotional materials. All costs—including travel and expenses incurred in the preparation of this proposal—shall be borne solely by the proposer.

3.25. Proposal Rejection and/or Partial Acceptance

The City reserves the right to the following:

- Reject any and all proposals.
- Accept other than the lowest price.
- Waive minor defects or technicalities, formalities, and informalities.
- Accept in whole or in part such proposal where it is deemed advisable.
- Make an award on the basis of the apparent greatest benefit to the City of Wheat Ridge.
- Alter the scope of work reasonably and RFQ documents until a contract is executed.

3.26. Governing Law

The laws of the State of Colorado shall govern any contract executed between the successful contractor and the City. Further, the place of performance and transaction of business shall be deemed to be in the County of Jefferson, State of Colorado. In the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado—more specifically, Jefferson County, Colorado.

3.27. Taxes and Licenses by the Awarded Contractor

The contractor shall promptly pay—when they are due—all taxes, excises, license fees, and permit fees of whatever nature applicable to work which it performs under this agreement and shall take out and keep current all required municipal, County, State or Federal licenses required to perform this work. Additionally, the contractor shall furnish the City—upon request—duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and taxes. Contractor shall promptly pay—when due—all bills, debts, and obligations it incurs performing work under this agreement, and to allow no lien, mortgage, judgment, or execution to be filed against land, facilities, or improvements owned by the City.

3.28. Prompt Payment Discounts

In determining the most responsive price proposal(s) the City will consider all acceptable proposals on a basis of the net price to be paid after deduction of the discount specified in the respective proposals. Prompt

payment discounts allowing less than 10 days for the discount to apply shall not be considered as a cost factor in the evaluation of proposals. In connection with any prompt payment discount offered, time will be computed from date of receipt of a correct invoice to include the receipt and acceptance of performance.

3.29. Escalation

All prices/fees/wages offered in response to this RFP shall be firm against any increase for one (1) year after acceptance by the City. For subsequent periods, it shall be the vendor's responsibility to notify the City in advance of any anticipated changes in prices and submit a request for a price increase. This City limits price escalation requests to no more than one (1) rate adjustment per contract term. Increases will be considered up to 3% of the original contract value. All increases must be justified in writing. The City reserves the right to reject pricing increases and may choose to resolicit.

The City reserves the right to accept or reject the request for a price/fee/wage increase prior to the renewal option period. If the price/fee/wage increase is approved, prices will remain firm for a year from the date of increase, at a minimum.

3.30. Ownership of Contract Products

All products produced from the awarded contract shall be the sole property of the City.

3.31. Funding

There is in effect within the City of Wheat Ridge, Colorado, Section 2-4 of the City's Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The contractor is specifically advised of this Section 2-4 of the Code of Laws. This contract is specifically subject to the provisions of said Code Section. Funding of this contract for any time period after January 1st of the year succeeding the date of entry of this contract is expressly contingent upon appropriations being made by the City Council of the City of Wheat Ridge, Colorado. No promise—expressed or implied—is made that such funding will be approved by the City Council, acting in its legislative discretion.

3.32. Independent Contractor

The consulting firm is an independent contractor. Notwithstanding any provision appearing in this RFP, all personnel assigned by the firm to perform work under the terms of this RFP and any subsequent agreement shall be—and remain at all times—employees or agents of the firm for all purposes. The firm shall make no representation that it is the employee of the City for any reason.

3.33. Employment of Labor

The Consultant and each of the approved sub-consultants shall hire qualified workers for the project who are citizens of the United States or legal resident aliens with first preference being given, insofar as practicable, to those having served in the armed forces of the United States and having been honorably discharged or released from active duty therein.

The Consultant shall employ only competent persons to do the work, and whenever requested in writing by the City Representative, the Consultant shall discharge any person who commits trespass or in, in the opinion of the City Representative, disorderly, dangerous, unfaithful, insubordinate, incompetent or otherwise unsatisfactory.

3.34. Due Diligence

Due care and diligence have been used in the preparation of this information and it is believed to be substantially correct. The responsibility, however, for determining the full extent to the exposure and the verification of all information shall rest solely with the proposer. The City is not responsible for any errors or omissions in the specification, or for the failure on the part of the proposer in determining the full extent of exposure.

3.35. Debriefing

After the project award has been made, vendors may contact the City Purchasing Agent to request a debriefing on the selection process, as well as a discussion of the strengths and weaknesses of their firm's proposal.

3.36. Security Access Cards

The City will issue security access cards to assigned workers. It will be at the discretion of the City to determine if the access cards are issued specifically for each worker, or if a guest card will be issued.

3.37. Cooperative Procurement

The City of Wheat Ridge encourages and participates in cooperative procurement endeavors undertaken by or on behalf of other governmental agencies including the Multiple Assembly of Procurement Officials (MAPO) and the Cooperative Educational Purchasing Council (CEPC).

We hereby request that and member of MAPO/CEPC be permitted to avail itself of this contract and purchase as specified by the contract resulting from this solicitation request, at the contract prices established therein. Each governmental entity would establish its own contract, issue its own orders, be invoiced directly, make its own payments and issue its own exemption certificates as required. It is understood and agreed that the City of Wheat Ridge is not a legally binding party to any contractual agreement made between another governmental entity and the successful vendor as a result of this solicitation. The City shall not be liable for any costs or damages incurred by any other entity.

3.38. Vendor Performance Feedback

The City of Wheat Ridge has implemented a requirement for Project Managers to assess each vendor's performance and issue a determination as to whether the City should award the vendor future City contracts. All contracts will need to be considered as part of the requirement. The following criteria will be evaluated annually for renewable contracts and at contract closeout for one-time agreements:

- a. Work completed on time
- b. Work completed within budget
- c. Work completed as per the Scope of Work
- d. Future awards recommendation

4. Vendor Response

4.1. Vendor Questionnaire

1. ACKNOWLEDGEMENTS

1.1. *Non-Discrimination Assurance Title VI Regulations at 49 CFR Part 21**

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin by any entity receiving Federal financial assistance.

The City of Wheat Ridge is a recipient of Federal financial assistance and as such, it—as well as all of its responsible agents, contractors and consultants—is required by the United States Department of Transportation Title VI Regulations at 49 CFR Part 21 (the Regulations) to assure nondiscrimination. The City of Wheat Ridge assures that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, or national origin under any program or activity conducted by the City.

All bidders are hereby notified that the City of Wheat Ridge will affirmatively ensure that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. This applies to all solicitations for bids for work or material subject to the Regulations, and for all proposals for negotiated agreements.

By clicking "Please confirm" below, the bidder agrees as follows:

1. The bidder shall comply with the provisions of Title VI of the Civil Rights Act of 1964.
2. The bidder assures the City of Wheat Ridge that disadvantaged business enterprises are afforded full opportunity to submit bids as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color or national origin in consideration for award.
3. The bidder shall comply with all reasonable requests made in the course of an investigation of Title VI, the Regulations and this assurance by the Colorado Department of Transportation, the US Department of Transportation or the City of Wheat Ridge, as a sub-recipient of Federal financial assistance.
4. The bidder agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, the Regulations and this assurance.

☐ Please confirm

*Response required

*1.2. Non-Collusion Affidavit**

The Contractor, of lawful age, being duly sworn, on oath says that (s)he is the agent authorized by the Bidder to submit the attached bid. Affidavit further states that the Bidder has not been a party of any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or any Federal, State or Municipal official or employees as to quantity, quality, or price in the prospective Contract, or any other items of said prospective Contract; or in any discussions between bidders and any Federal, State or Municipal official concerning exchange of money or other thing of value for special consideration in the letting of a Contract.

☐ Please confirm

*Response required

*1.3. Contractor acknowledges they:**

1. Have read the RFP documents thoroughly prior to submitting a proposal,
2. Will fulfill the obligations in accordance to the scope of work or specifications, terms, and conditions,
3. Are capable of performing quality work to achieve the City objectives, and
4. Are submitting without collusion with any other individual or firm.

By clicking "Please confirm" the contractor agrees to the above.

☐ Please confirm

*Response required

2. OWNERSHIP/MANAGEMENT, PROJECT MANAGEMENT, SUPERVISORS, AND RELATED ENTITIES

2.1. *Principle In Charge Name**

*Response required

2.2. *Principle in Charge Email**

*Response required

2.3. *Type of Business Organization**

☐ Sole Proprietorship

☐ Corporation

☐ Partnership

☐ Limited Partnership

*Response required

2.4. *State in which incorporated*

2.5. *Joint Venture*

2.6. *Contact Information**

Name, position, and address of contract person regarding the information on this form.

*Response required

2.7. *Number of years your firm has done business under current name?**

*Response required

2.8. *Previous Names or Partnerships*

Previous firm names and / or partnerships (or firms you have had any interest in), and number of years of each name

3. CONTRACTING HISTORY

3.1. *Major Account History**

Attach a list of all major accounts for the past two (2) years. For each account indicate the following:

- Original contract bid amount
- Owner (address, telephone number, and contact name)
- Account services provided
- Litigation or claims related to each project—state nature of claim(s), the parties, the dollar value, the status and outcome—including the value of any judgment(s) or settlement(s)
- Name, address, and phone number(s) of reference(s)

*Response required

3.2. *Company Availability**

List major equipment, facilities, number and type of employees available for City contract work. Specify type of work normally done by your forces, and type of work you normally subcontract.

*Response required

3.3. *Have you ever terminated or abandoned any work prior to completion, or had work completed by others?**

☐ Yes

☐ No

*Response required

When equals "Yes"

3.3.1. *If yes, describe the situation**

*Response required

3.4. *Has your firm—or any firm you have had any interest in—ever been debarred or prohibited from contract work with any government or private institution?**

☐ Yes

☐ No

*Response required

When equals "Yes"

3.4.1. *If yes, describe the situation.**

*Response required

3.5. *City Staff will evaluate all qualification forms. The evaluation will include the following:**

- Verification of statements and information provided
- Ability to perform work of similar nature
- Financial stability and capability
- Any pattern of controversy, poor management, delayed claims, late completion, inferior service or equipment, or other undesirable characteristics

This qualification process is not intended to restrict competition. The intent is to protect the City's legitimate interests by ensuring that vendors are competent, capable of quality work, and financially able to complete the work awarded.

☐ Please confirm

*Response required

4. COMPLIANCE WITH LAWS AND OTHER REGULATIONS

If "Yes" is answered to any of the following questions in Sections IV, V, or VI, please provide details—including a brief summary of cause(s) of action, indicating if applicant firm, owner, or affiliate firms were plaintiffs (P) or defendants (D); define charges explicitly, identifying by what authority, court, or jurisdiction charge(s) were made. Complete details are required.

NOTE: For Sections IV and V below, the definition of an "investigation" includes:

- An appearance before a grand jury by representatives of the firm

- Any oral or written inquiry or review of the firm's documents by a governmental or law enforcement agency or investigative agency
- Questioning of employees concerning the general operation or specific activities of the firm

4.1. *Public Benefit*

I, the vendor, swear or affirm under penalty of perjury, and under the laws of the State of Colorado, that: (select an option below)

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that State law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn Affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under C.R.S. 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

- ☐ I am a United States citizen
- ☐ I am a permanent resident of the United States
- ☐ I am lawfully present in the United States, pursuant to Federal law.

4.2. *Acceptance of Conditions Statement**

City of Wheat Ridge prohibits contracting with firms that employ certain relatives of City employees, unless the City Council determines that the making of such a contract is in the City's best interest. No City Council member, member of a City Board or Commission, Municipal judge, City Manager, City attorney(s), or employee of the City of Wheat Ridge—or any such person's spouse, child, parent, brother, sister, dependent or person assuming a relationship being the substantial equivalent of the above—has an existing or pending (direct or indirect) financial, pecuniary, or personal interest in the proposing firm or this Request for Proposal (RFP)

☐ Please confirm

*Response required

5. *References*

5.1. *Reference Authorization**

I authorize the City of Wheat Ridge to contact the following listed references.

☐ Please confirm

*Response required

5.2. *Reference #1**

Reference Contact Name

*Response required

5.3. *Company Name**

*Response required

5.4. *Email**

*Response required

5.5. Phone Number*

*Response required

5.6. Project Information*

Brief overview of projected completed.

*Response required

5.7. Reference #2*

Reference Contact Name

*Response required

5.8. Company Name*

*Response required

5.9. Email*

*Response required

5.10. Phone Number*

*Response required

5.11. Project Information*

Brief overview of projected completed.

*Response required

5.12. Reference #3*

Reference Contact Name

*Response required

5.13. Company Name*

*Response required

5.14. Email*

*Response required

5.15. Phone Number*

*Response required

5.16. Project Information*

Brief overview of projected completed.

*Response required

6. ADDITIONAL DOCUMENTATION REQUIRED

Additional document copies to be submitted with this application:

6.1. Pricing Proposal*

*Response required