

REQUEST FOR PROPOSAL
RFP NO. 20002
2026 Impact Fee Study

SCHEDULE OF EVENTS

Bid Posting Date	March XX, 2026
Deadline to submit questions	April XX, 2026
Town Responses Due	Previous deadline plus 5 days
Proposal Due Date and Time	May XX, 2026

PROPOSAL CERTIFICATION

Vendor offers to furnish the Town of Castle Rock, Colorado with the materials, supplies, products and/or services requested in accordance with the specifications and subject to the terms and conditions of the purchase(s) described herein:

COMPANY NAME: _____

ADDRESS: _____ CITY: _____ STATE: _____

ZIP: _____ PHONE NUMBER: _____ FAX NUMBER: _____

EMAIL: _____

BY: _____

(Printed or Typed Name)

(Written Signature)

TAXPAYER I.D. NUMBER: _____

Signature constitutes acceptance of all terms and conditions listed on this form and all documents attached.

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SECTION ONE: SCOPE OF WORK AND REQUIREMENTS

A. PURPOSE AND BACKGROUND

Purpose

Through this Request for Proposal (RFP), the Town of Castle Rock Finance Department, hereinafter referred to as the “Town”, **seeks proposals from qualified firms to conduct a study of capital costs associated with new developments, otherwise known as an Impact Study, for the Town of Castle Rock.**

Background

In late 2002, Council commissioned a Fiscal Impact Fee Study that looked at the projected revenues and expenditures of the Town to determine if the revenue sources in place were adequate to fund future expenditures over the next five years or through the current anticipated period of growth. The Study concluded that revenues were not likely to be adequate in either time period and suggested a number of revenue increasing approaches. Some of these revenue approaches involved impact fees associated with new development. In 2005 and again in 2010, 2015, and 2018 there were further updated development fee studies completed related to capital facility service demands of new development. Additionally, there have been multiple in-depth analyses of the utility system development fees and utility rates completed.

Castle Rock’s Origin

The Town of Castle Rock is a local government established in 1881, Home Rule charter adopted in 1987.

Location, Area and Population

The Town of Castle Rock is located midway between Denver and Colorado Springs; Castle Rock encompasses 34 square miles and sits in the East Plum Creek Valley at the base of the Rocky Mountains. The Town is traversed by Interstate 25, is home to the Outlets at Castle Rock and is the seat of Douglas County. Castle Rock is home to approximately 88,000 people.

Governance

The Town of Castle Rock operates under a mayor-council form of government and is a statutory Town. The Town’s governance consists of seven council members elected by districts with one council member selected as Mayor. The Town Council employs a Town manager to direct the day-to-day activities and functions of the Town.

B. SCOPE OF WORK AND TECHNICAL REQUIREMENTS

Firm’s Qualifications

The firm selected will be a firm with considerable experience in local government impact fee studies, particularly in working with entities of comparable size or larger. Extensive knowledge of Colorado Impact Fee law is required. The firm will have sufficient staff to provide technical expertise in related advisory areas, transportation, public safety, municipal facilities, parks and recreation services.

Primary Goals of Study

- Assess the Town capital costs associated with new development and the level of impact fees (for capital costs) that will be charged, based on a reasonable nexus, to recover those costs.

- Develop an exaction methodology that allocates the cost of infrastructure based on a reasonable nexus to the developments that benefit.
- Develop an alternative allocation methodology for the transportation fund that reasonably provides a way of assigning this revenue to specific regional projects, as well as that retains the current and past practice of a single transportation fee townwide.
- Identify an integrated approach to the concurrent use of impact fees, and exactions

Scope of Work

The following are anticipated work tasks or general characteristics of the project. Specific work products are not anticipated unless clearly specified.

A. General

- i. Costs and cost recovery through impact fees are to be identified for: transportation, municipal facilities, parks, recreation, police and fire.
- ii. A review of Town and Developer requirements as typically occur in Town annexation agreements and other key documents with respect to capital costs. *Recent development and annexation information is available on request.*
- iii. Alternative approaches to calculating fees or providing for exactions should be identified (where appropriate) and provided with appropriate pros and cons, including the consultant's recommendations as to the best ways of using available cost and service level information and calculating true costs associated with new development (e.g., incremental or average, current or future service levels).
- iv. The Town is conducting a review of capital needs based on approved service standards.
- v. Coordination and collaboration with the consultant who has been contracted with to assist in the development of the Utility user rates and impact fees.
- vi. All recommendations and conclusions are to be reviewed with the Town's Director of Finance, Town Manager and Town Attorney's Office. The Town Attorney's Office will be available to address any legal issues that the consultant may have.

B. Capital Costs

- i. The study should identify impact fees and the assessment methodology (basis) for those fees that will recover capital and costs associated with development. Currently identified capital needs of the Town will be provided during the process.

C. Exactions

- i. An exaction methodology or methodologies for transportation, municipal facilities, parks, recreation, police, and fire.
- ii. The exaction methodology or methodologies must be appropriate for the various actual situations that occur in Castle Rock. An example of one situation (common) would be a major interchange with the benefiting properties developing at different times and having materially different land uses.
- iii. Multiple methodologies may be required if it can be shown that a single methodology would not reasonably work in most situations in Castle Rock.

D. Other Study Report Contents and Recommendations

- i. Comparison with other jurisdictions competing with Castle Rock for development of actual fees charged and other associated development costs. Discussion of the potential impact on development of fee imposition.

- ii. Whether or not fees or taxes impose any requirement for a specific service level to be provided.

E. Meetings

This project is intended to provide for two-way communication with developers and home builder representatives. The Town will develop a stakeholder committee to work with the consultant. This committee will include Town staff, developers, home builders and other parties as applicable and should be utilized for communications as well as involve an interactive process with the consultant. Similarly, two-way communication with Management and Finance in terms of direction and approach to the project is desired. Vendor proposals should identify how they propose to accomplish this.

The base cost will include several meetings with staff, stakeholders and the consultant as well as five possible presentations. The vendor will make a single presentation to the Management and Finance, a Steering Committee, and a single presentation to the Town Council, if requested, and two additional presentations/meetings to be determined at a later date. Other presentations may be at an extra cost.

F. Cost

The consultant should provide costs for each major component of the study. The proposal should identify what level or effort, and work product is expected from Town staff.

The consultant may choose to provide cost options if the vendor feels more impact fee breakouts are desirable than are provided for in the study scope, additional cost options may be provided.

Hourly rates for staff should also be specified.

Although there is no formal cost limit specified, we highly recommend that consultants propose a conservative cost, as staff will take that into consideration for a formal recommendation.

G. Timeframe

The main proposal should provide for a timeframe as expeditious as feasible that must conclude by , 2026. The formal presentation to Town Council would be , 2026.

H. Project Management and Direction

The awardee will work directly with the Project Manager. The Project Manager will provide overall direction, subject to oversight and additional input by the town Manager. The Town will create a Steering Committee comprised of the following departments: Fire, Police, Parks and Recreation, Development Services, Utilities, Transportation, and Facilities. The Steering Committee will also include members of the development and building community. This Committee will meet periodically to provide oversight and make recommendations on administrative policy/procedure issues. The Finance Department will determine a day-to-day coordinator to work with departments and the consultant.

I. Proposal Contents

- iii. The proposal should identify project tasks and sequencing and provide a work plan and any suggested options. Costs should be provided for each major task area.
- iv. Options for timeframe and homebuilder/developer/staff interaction should be identified with cost alternatives and explanation (rationale).
- v. Cost, cost breakdowns, and cost options should be as specified in the Cost section of this RFP.
- vi. Description of any information or work product expected from Town staff.

- vii. Information on the experience and qualifications of the individuals assigned to the project and the firm(s).
- viii. The proposal should explicitly identify the expected role of Town staff as their available time is limited.
- ix. At least three references for relevant project work should be included along with a relevant sample work product.
- x. The proposal must disclose any potential conflict or must state that there is none to the best knowledge of the vendor(s) and must indicate intent to conform to the no conflict provisions of the RFP. Vendors should have no real or apparent conflict of interest.

J. Contract Standards

The Town anticipates that the successful vendor will execute a standard professional services contract, of which a copy has been attached, provide required insurance and meet typical Town terms and conditions. The successful vendor’s proposal and the RFP will be incorporated into the contract by reference. If there are disputes, the order of interpretation is: contract, proposal and RFP.

K. Vendor Presentations

The Town may elect to conduct interviews for the top-ranking proposals. Those candidates will be asked to create a presentation and introduce key staff to the project.

L. Attachments

The following attachments are included to assist with proposal preparation:

- Attachment 1 Previous impact fee study
- Attachment 2 Copy of Town Comprehensive Study
- Attachment 3 Standard Professional Services Contract

Information not attached to this RFP but expected to be utilized by the vendor in this study includes the 2026 Amended Budget document (available at www.crgov.com under the Finance Department). Also available is the current fee schedule under Building/Planning and Zoning.

C. ANTICIPATED TIMELINE OF AWARDS AND CONTRACT EXECUTION

EVENT	DATE
Selection Committee Recommendation	TBD
Contract Negotiations	_____, 2026 thru _____, 2026
Project to Begin	_____, 2026

D. EVALUATION OF AWARDS

One award will be made on an "all or none" basis.

The criteria to be used for the proposal evaluation include but are not limited to:

- i. Pricing
- ii. Response to ‘VENDOR QUESTIONS AND REQUIREMENTS:’ posed in **Section 1E**
- iii. Qualified, Responsible, Responsive (C.R.M.C. 3.02.070)

- iv. Response to the Town's proposed Sample Contract provisions

No weighting or relative importance of criteria is intended or implied by this list.

To the extent permitted by law and subject to the Colorado Open Records Act, C.R.S. § 24-72-201 et seq., all documents submitted as part of the firm's proposal will be deemed by the Town as confidential during the evaluation process, and until selection of finalists. There shall be no disclosure of any firm's information to a competing firm prior to award of the contract. The contract shall be considered awarded only upon the effectiveness of official action of the Town Council.

E. VENDOR QUESTIONS AND REQUIREMENTS:

All proposal responses must specifically address each of the following questions and be submitted with the ability to complete the work as described. **To standardize the format of all proposals, vendors are required to respond to all questions in the order given and to list the item number and restate the question prior to giving their answer.** Do not exclude any major or minor items of information not specifically mentioned, but which would normally and reasonably be provided. Please be advised that the greater the degree of specificity, the more likely it will be for the Town to review your response favorably. Proposal responses must include, but are not limited to, the following information:

Engagement overview

1. Describe the team's approach to the **public engagement process** and a **stakeholder engagement plan**.
 - a. Comment on current **HBA /Stakeholder environment**

Experience

2. We are looking for a candidate with **experience in the development of impact fees** for a full-service municipality, please help us understand how your background, as a firm, provides this experience. **Expertise with Colorado Impact fee law?**
 - a. Castle Rock is a **high-growth environment**, help us understand your experience and expertise with the development of impact fees suited to this characteristic.

Project details

3. The successful candidate will be able to provide a **reliable estimate of Town staff time** in the process of the Impact Fee Study and the Development Services Enterprise Fund Fee Study, are you able to provide specifics as to information **and time you will be requesting of Town Staff**.
 - a. Walk us through your **anticipated work plan**, including your plan for internal technical review of documents produced.
 - b. Please identify **who will be managing the project** and the **work team** and identify the experiences that make the work team best for Castle Rock.
4. Please provide us with **examples of other projects your firm** has participated in or communities the firm has worked for with **similar issues or characteristics as Castle Rock**.
5. Regarding **benchmarking with other comparable municipalities**, help us understand who might be responsible for generating this information for the production of a final report.
6. Describe any **innovative project approaches or ideas** that you would apply to this project and that you feel would enhance the quality of your services.
 - a. Comment on **calculation approaches**
 - b. What are your thoughts on whether to approach the study based upon residential home square

footage versus number of bedrooms?

Other questions

7. How often do you recommend that an Impact and development fee study be performed?
8. Why are you specifically interested in the Town of Castle Rock?

1. Provide an outline of the services that the firm would propose offering and philosophy of the firm's approach, including approach to the public engagement and elected official presentation.
2. Describe the procedures followed by the firm in the technical review of reports prior to the issuance of the reports by qualified personnel.
3. Explain how the firm will use Town personnel to assist during the project, including the responsibilities of Town management and schedules and other reports you expect Town staff to prepare and provide. Also state the amount of notice to be given to Town staff for requested information.
4. Provide an estimated time schedule for setting up and completing the project, including estimate of time spent onsite. The work plan should include time estimates for each significant segment of the work and the number and level of staff assigned. Where possible, individual staff members should be named and their titles provided.
5. Provide samples of planning memorandums, working papers and other documents.

Staffing

- i. Provide resumes of the key individuals that will be assigned to the project. Include any areas of specialization likely to be of particular interest or concern of the Town, including municipal experience, education certificates, continuing professional education, and current municipal project assignments.
- ii. Resumes of the key individuals that will be assigned to the Town.
- iii. Provide an estimate of staffing needs, including estimated hours by position and rate for term of the project.

General Fee Statement/Schedule (Submit as a separate file with your RFP submission). Offeror's proposal must:

- i. Provide schedule of hourly rates for each level of personnel.

Other – See Section IV, Special Conditions

Additional Data

- ii. Present any additional information which the offeror feels distinguishes the firm from others, not including general information publications, brochures and handouts that are redundant with other information

provided.

6.

Mandatory Requirements:

Failure to meet any of the following mandatory requirements shall be ample cause for rejection of your proposal. The proposal shall be formatted to enhance ease of reading and shall conform to the numbering conventions of this RFP.

1. The firm must show proper documentation proving they are licensed in the State of Colorado.
2. The proposal must outline services provided by the firm and estimate what portion of its business is derived from performing similar studies.
3. The proposal must list governmental entities in Colorado that similar studies have been completed by the firm during the last seven years, the dates of the study and the names and telephone numbers of the current key contact persons at the entity.
4. The proposal must provide references from at least three prior studies with similar requirements that have been completed during the past three years, identifying contact names, phone numbers and service provided.
5. The proposal must disclose whether your firm is currently involved in any formal court proceedings regarding any services provided by the firm with applicable explanation.
6. The proposal must provide evidence that the firm has adequate insurance coverage as required for this type of professional services contract.
7. The proposal must provide evidence that the firm is financially stable.

F. QUESTIONS, INQUIRIES, AND ADDENDUM

All questions related to this RFP must be submitted via email to the Purchasing Analyst named below. No attempts shall be made to contact any other Town employee regarding this solicitation.

Name: Christina Buster
Email: christina.buster@crgov.com

If it becomes necessary to revise any part of this RFP or if additional data is necessary to enable an exact interpretation of the provisions of this request, an addendum will be issued and posted on the Rocky Mountain E- Purchasing System. It is the responsibility of the respondent to ensure that they have received all addendums prior to submitting their RFP response.

G. TERM

(Dates below must mirror the sample contract)

The term of this Agreement shall commence on the “Execution Date” to and including **October 31, 2028**. The Town shall have an option to renew this Agreement for two (2) additional one (1)-year periods under the same terms and conditions by a written amendment to this Agreement executed prior to the expiration of the Term.

This agreement and/or extension to the original period of a subject agreement shall be contingent upon vendor performance, annual funding being appropriated, budgeted, and otherwise made available for such purposes and subject to the Town’s unanimous satisfaction with the services received during the preceding agreement period.

H. PRICE, PAYMENT, AND DELIVERY

All proposals shall include the price sheet as a separate file with their submission. All pricing information relevant to performing the services described shall be the all-inclusive price. Proposals shall include the cost, attached and incorporated herein as **Attachment A**.

All payment terms shall be “Net 30”; consideration will be given to any discounts offered for payments made earlier than “Net 30”, please explain in your RFP response.

I. ROCKY MOUNTAIN E-PURCHASING (BidNet®)

The Town contracts with Rocky Mountain E-purchasing System (BidNet®) in the advertisement and facilitation of solicitations administered by the Finance Department Purchasing Division; therefore, respondents must ONLY rely on documents provided on the Rocky Mountain E-purchasing System (BidNet®) website or as communicated directly from the analyst.

Registration with BidNet® is available at NO CHARGE and allows Vendors access to view governmental bids posted on BidNet®; they offer an additional notification service option with an associated fee. All BidNet website/system questions must be addressed with BidNet Vendor Support at 800-835-4603, option 2.

Proposals shall be received ELECTRONICALLY ONLY through the Rocky Mountain E-Purchasing/BidNet System website at (<https://www.bidnetdirect.com/colorado/town-of-castle-rock>). It is the sole responsibility of the respondent to ensure that their response is received on time. Proposals will not be considered which are received after the time stated.

SECTION TWO: PROPOSAL CONDITIONS AND PROVISIONS

All proposals must be submitted in accordance with all terms, conditions, specifications, and stipulations contained herein. Respondents shall carefully read and be familiar with all terms, conditions, specifications, and stipulations contained in this RFP, which shall become part of the final contract.

All proposals must be signed by a duly-authorized official of the respondent. The completed and signed proposal (together with all required attachments) must be uploaded to the Rocky Mountain E-Purchasing System before the due date and time shown on Page 1.

All participating respondents, by their signature hereunder, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. Any alteration, erasure or interlineation by the respondent in this RFP shall constitute cause for rejection by the Town. Exceptions or deviations to this RFP must not be added to the RFP pages and must be on company letterhead and accompany the proposal response.

All respondents are required to complete all the information requested in this RFP. Failure to do so may result in the disqualification of your proposal response.

Proposals shall be firm quotations subject to acceptance or rejection within ninety (90) days of the proposal's opening date.

The Town reserves the right to negotiate optional items and/or services with the successful respondent.

The successful respondent will be required to provide proof of and the required limits of liability insurance, including Workers' Compensation (see sample contract for coverage requirements). This proof of insurance must be in the form of a "Certificate of Insurance" and must show coverage in the amounts specified by the Laws of the State of Colorado for the duration of a contract issued as a result of this RFP. Additionally, the Town must be notified of any changes occurring in this coverage and the successful respondent must demonstrate to the Town that such changes do not in any way affect the minimum liability insurance required for this proposal.

All information submitted in response to this RFP may be subject to disclosure under the Colorado Open Records Act (CORA). Respondents are discouraged from providing information that they consider confidential and/or privileged as part of a response to this RFP. If any portion of your response is identified as proprietary and/or confidential, a redacted copy must be uploaded to the Rocky Mountain E-Purchasing System with your original response.

The successful respondent may be required, as a provision of this RFP, to submit proof of compliance with governmental health and safety codes, regulations and standards, as appropriate.

The Town reserves the right to waive any technical or formal errors or omissions and to reject any and all proposals, or to award a contract for the items herein, either in part or in whole, if it deems it to be in the best interest of the Town to do so.

No proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the Town, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Town, or that has failed to attain or demonstrate compliance with any law, ordinance,

regulation, or contract term or condition as may be provided for or required in any Town contract, or that may be deemed irresponsible or unreliable by the Town. The successful respondent may be required to submit satisfactory evidence that they have a practical knowledge of the particular work, as described, and that they have the necessary financial resources to perform and complete the work outlined in this RFP.

The successful respondent agrees to abide by all applicable laws, regulations and administrative rulings of the United States, the State of Colorado, and the Town, and shall secure all necessary licenses and permits in connection with this RFP.

This RFP requires a successful respondent to enter into an agreement with the Town generally in the form attached hereto as the **Sample Contract**. The successful respondent will properly sign and furnish any documents that may be required by the Town within ten (10) days (unless a longer period is allowed by the Town) from the date of receipt of the final contract.

All respondents must take into consideration that only the Town's contract will be used to memorialize the engagement that will result from this RFP. Respondents are responsible for reviewing the Town's contract prior to submitting their proposal response. Any changes to the Town's contract shall be requested by the respondent in their proposal; provided that the terms and conditions set forth in the Town's contract shall take priority over and conflicting terms and conditions provided by the respondent.

J. REQUESTS FOR PROPOSALS CONFIDENTIALITY

Proposals submitted to the Town for consideration shall be subject to the Colorado Open Records Law, Section 24- 72-201, et seq., C.R.S. Any confidential information in the Submitter's proposal shall be identified as such. If any information is considered to be confidential, the Submitter shall agree to indemnify the Town for any and all attorney fees that the Town may incur in defending the withholding of such information by signing and returning the letter found in Section [REDACTED] of this RFP. Should the Town receive a request for the release of any information in the consultant's proposal in accordance with the Open Records Law, the Town will release only that information which has not been identified as confidential so long as the Letter of Indemnification has been signed and returned by the Submitter along with the proposal. Should the Submitter choose not to sign and return Letter of Indemnification, all information in the Submitter's proposal shall be considered releasable by the Town. Submitter will be notified of any open records requests prior to the release of such information. If, in the opinion of Town's legal counsel, the Town is nonetheless compelled to disclose any portion of such information to anyone or else stand liable for contempt or suffer censure or penalty, the Town may disclose such information without liability.

K. OFFEROR'S ACCEPTANCE OF THE REQUEST FOR PROPOSAL/INVITATION TO BID, AND TERMS AND CONDITIONS

By submitting a bid/proposal in response to this Request for Proposals/Invitation to Bid, the firm/individual accepts all of the conditions described in this Request for Proposals/Invitation to Bid, including the terms and conditions in the Sample Agreement, and agrees to abide by all final decisions made by the Town. Any request for changes to the Request for Proposals/Invitation to Bid or the Sample Agreement is viewed as a counter-offer/bid and the Town is not obligated to accept said changes and may revoke the Award and proceed with another Bidder/Offeror.

L. GENERAL REQUIREMENTS

The Town reserves the right to reject any or all proposals, to waive formalities, informalities, or irregularities

contained in the said proposal and furthermore, to award a contract for items herein, either in whole or in part, if it is deemed to be in the best interest of the Town to do so. Additionally, we reserve the right to negotiate optional items and/or services with the successful respondent.

All proposals submitted shall become property of the Town. All proposals shall include all of the information requested in this RFP and any additional data that the respondent deems pertinent to the understanding and evaluation of their proposal response. All proposals shall meet, at a minimum, all criteria outlined in the following sections. At the discretion of the Town, firms submitting proposals may be requested to make presentations as part of the evaluation process. The respondent should not withhold any information from their written response in anticipation of presenting the information orally, since oral presentations may not be solicited. The Town will not reimburse the respondents to this RFP for any costs associated with the preparation and submission of said proposals or in the preparation for and attendance at a presentation. The Town reserves the right to request any firm submitting a proposal to clarify its proposal or to supply additional information necessary to assist in the Town's selection.

M. ETHICAL STANDARDS

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or RFP therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher-tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any Town employee or representative, the proposal response shall be disqualified and shall not be reinstated.

N. NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this proposal, the respondent certifies that:

- a. The proposal has been arrived at by the respondent independently and has been submitted without collusion with any other respondent.
- b. The contents of the proposal have not been communicated by the respondent; nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the respondent or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of this proposal.
- c. No respondent shall submit more than one proposal, to include an alternate proposal or proposals, for this purchase.

O. INDEMNIFICATION

Indemnification by the Town:

The Town cannot lawfully agree to indemnify, hold harmless, exonerate or assume the defense of the respondent or any other person or entity whatsoever, for any purpose whatsoever.

Indemnification by the Respondent:

The successful respondent will agree to indemnify, defend, and hold harmless the Town, its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising out of any services performed pursuant to any contract issued as a result of this RFP.

P. INDEPENDENT CONTRACTOR

The successful respondent will perform services as an independent contractor. Notwithstanding any provision of this Agreement, all personnel assigned by the respondent to perform work under this Agreement shall be and remain at all times, employees of the respondent for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS THROUGH THE TOWN AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

Q. ASSIGNMENT OF PURCHASE ORDER OR CONTRACT

The successful respondent may not assign or otherwise transfer any of its rights or obligations under any contract made and entered into pursuant to the Town RFP without the prior written approval of the Town's Finance Department.

R. TERMINATION

The Town reserves the right to terminate any contract issued as a result of this RFP with or without cause.

S. EXAMINATION OF RECORDS

The successful respondent will agree that the Town shall, until the expiration of three (3) years after the final payment under a contract issued as a result of this RFP, have access to and the right to examine any directly pertinent books, documents, papers and records of the respondent concerning the services performed pursuant to such contract.

T. TAXES

All price quotations shall reflect all applicable tax exemptions for the Town:

- Federal Registration Number: 84-6000761
- State Registration Number: 98-04428

U. EXHIBITS

The following exhibits will be incorporated into the resulting contract with the selected awardee.

- **EXHIBIT 1 – SCOPE OF SERVICES**

- **EXHIBIT 2** – COST (Attachment A)
- **EXHIBIT 3** – VENDOR CERTIFICATE OF INSURANCE

V. CHECKLIST

Did you sign the first page of the RFP bid document? _____

Did you provide any applicable Certificate of Insurance on ACORD forms? _____

Did you supply proper documentation that you can meet all mandatory requirements of this RFP? _____

Did you answer all the RFP evaluation questions in the format requested in the bid document? _____

Did you complete the pricing table? (Reminder: submit pricing as a separate file with your submission). _____

DRAFT

EXHIBIT 2

COST

Complete the Excel file titled "Attachment A" and submit as a separate file with your proposal.

DRAFT