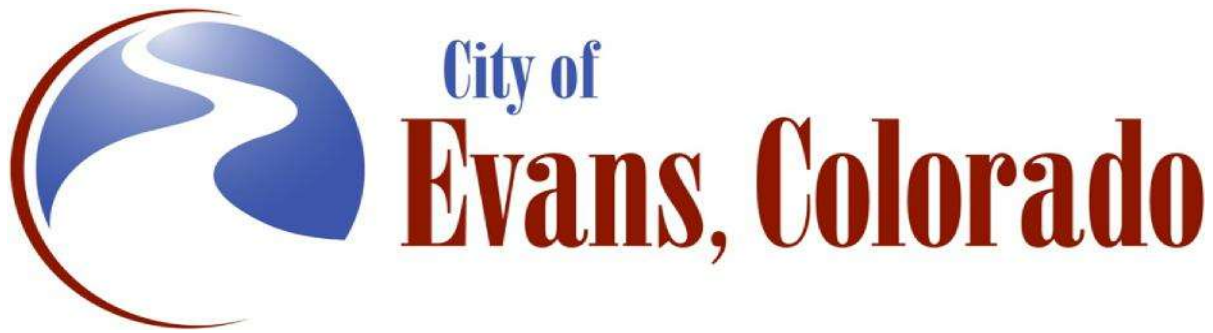




RFP#FY26-012

REQUEST FOR PROPOSALS:

**Housing Needs Assessment, Housing Action Plan,
and Certain Elements of the Comprehensive Plan**

August 19, 2026

Tentative Schedule	
Solicitation Advertised	August 19, 2026
Optional Pre-Proposal Meeting	August 27, 2026
Questions Due	September 2, 2026
Answers Posted	September 8, 2026
Solicitation Close	September 11, 2026
Initial Evaluation	September 22, 2026
Notice of Intent to Award	Within 1 week of final evaluation
City Council Approval	Next available CC session (1 st and 3 rd Tuesday of each month)
Notice to Proceed	Within 10 business days of contract execution

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EXHIBIT G – Strategic Growth Element Checklist.....	ATTACHED
EXHIBIT H – Suspension and Debarment Cert Form.....	ATTACHED

REQUEST FOR PROPOSALS

The City of Evans is inviting proposals from qualified consultants to conduct a comprehensive Housing Needs Assessment, Housing Action Plan, and certain elements of the Comprehensive Plan that contain the required components of SB24-174 for the defined limits outline in subsequent sections of this report. The City of Evans intends to use the findings to form a Housing Action Plan required by SB24-174 upon completion of the Housing Needs Assessment and approval by the funding agency. This project will be funded by a grant received from the Colorado Department of Local Affairs (DOLA) and must adhere to the guidelines and requirements of DOLA and SB24-174.

Submissions shall be submitted in PDF format to BidNet before **11:59 PM (Mountain Time) on Friday September 11, 2026.**

Optional Pre-Proposal Meeting: An optional pre-proposal meeting will be held at **1:00 PM Mountain Time, on Thursday August 27, 2026**, held virtually via Microsoft Teams. Please try to access the below Microsoft Teams link BEFORE the meeting to ensure that you are able to connect.

Microsoft Teams meeting

Join:

<https://teams.microsoft.com/meet/240707238222355?p=wf31HakOAi9xLMKzhc>

Meeting ID: 240 707 238 222 355

Passcode: rf6CT694

The City encourages all disadvantaged business enterprises to submit in response to this request for proposals. Disadvantaged business enterprises will not be discriminated against on the grounds of race, color, or national origin for any submissions for negotiated agreements.

Questions concerning the scope of the solicitation should be submitted via email to Andy Vowell (avowell@evanscolorado.gov) and Kurtis Cunningham (kcunningham@evanscolorado.gov) no later than **September 2nd at 11:59 PM Mountain Time**. Vendors are strongly encouraged to make the effort to visit with the Project Manager(s) during the pre-proposal meeting, get their questions addressed and answered, as well as clearly understand the City's expectations and procedures.

The City is subject to public information laws, which permit access to most records and documents. Proprietary information in your response must be clearly identified and will be protected to the extent legally permissible. Submissions may not be marked 'Proprietary' in their entirety. Information considered proprietary is limited to material treated as confidential in the normal conduct of business, trade secrets, and discount information. Summary price

information may not be designated as proprietary as such information may be carried forward into other public documents. All provisions of any contract resulting from this request for proposals will be public information.

No officer, employee, or member of the 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 any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the City. 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 is prohibited.

Any submission deemed to be collusive, or a sham will be rejected and reported to authorities as such. Your authorized signature on this submission is presumed to assert that such submission is genuine and is not collusive or a sham.

The City reserves the right to reject any and all submissions and to waive any irregularities or informalities.

Andy Vowell
Procurement and Contract Specialist, MPM
1100 37th Street
Evans, CO 80620-2036
(970) 475-2240
avowell@evanscolorado.gov

I. INTRODUCTION

A. About Evans

Evans, Colorado is a growing city of 23,000 residents with a small-town feel and a dynamic economic foundation driven by energy, agriculture, healthcare, and construction. Known for its diverse and welcoming community, Evans offers a high quality of life with excellent schools, abundant parks, and easy access to both urban amenities and outdoor adventures.

Located in Northern Colorado along the Front Range of the Rocky Mountains, Evans is just an hour from Rocky Mountain National Park, providing year-round opportunities for hiking, biking, and wildlife exploration. The city is also within easy reach of Denver, Cheyenne, and Denver International Airport, making it well-positioned for economic growth and accessibility. Historically, Evans was founded in 1867 and incorporated in 1885, playing a key role in regional development along the South Platte River and the Union Pacific Railroad. Today, the city blends historic roots with modern growth, featuring new residential developments, commercial expansion, and a strong commitment to economic resiliency. Evans is currently investing in major infrastructure projects, including a new police station, expanded roadways, and revitalized public spaces.

With over 300 days of sunshine, a vibrant cultural scene, and a community-driven vision for the future, Evans is establishing itself as the Community of Choice in Northern Colorado.

B. Project Objectives

In accordance with Senate Bill (SB) 24-174 The purpose of this project is to create a City of Evans Housing Needs Assessment, and, once complete and approved by DOLA, a Housing Action Plan and updating certain elements of the Comprehensive Plan.

II. REQUIRED QUALIFICATIONS

All companies submitting a response must be a qualified company and must be able to meet all requirements as noted in the contract documents and specifications. The consulting firm shall agree not to refuse to hire, discharge, promote, demote or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, religion, creed, color, sex, national origin, ancestry, or physical or mental disability.

The vendor must be actively registered in the System for Award Management (SAM.gov) at the time of quote submission and must remain in good standing through the period of performance. Vendors that are debarred, suspended, or otherwise listed as ineligible on SAM.gov will be considered non-responsive and ineligible for award. Vendors must provide their Unique Entity Identifier (UEI) on the quote cover sheet or in the designated location.

III. CONTRACTING PROCESS

A. General Items

The City of Evans shall be the Owner. The Project Manager is Kurtis Cunningham ((kcunningham@evanscolorado.gov)).

The Owner reserves the right to reject or accept any or all submissions or waive any formalities, informalities, or information therein.

The Owner will award this contract based on review of, and the merits of, the submissions received. Evaluation of the submissions will consider the following items along with those found in Section IX – Selection Criteria.

- Detailed description of the qualifications of the consultant/firm, specifically highlighting those portions of each section that will be critical to project success.
- Project personnel experience with SB24-174.
- A comment on the ability to adhere to, or requested amendments to, the terms of the standard contract included in the appendix, as amended by proposed special provisions presented in the Consultant's submission.
- Detailed description of key deliverables and tasks outlined in Exhibit B, below.

IV. METHOD OF SUBMITTAL

Submittals shall be submitted in .pdf format to BidNet.

All submissions shall become the property of City of Evans and will become public record.

Please include your firm name or abbreviation of in the file name of all submitted documents. Please keep file names as short as reasonably possible

V. FORM OF SUBMISSION

Please limit submissions to 25 pages or less, not including dividers or cover letter.

The submittal shall include the following items:

A. Cover letter

B. Statement of Qualifications: The Consultant/Firm qualification information shall include:

1. A brief history of the firm including organization structure, professional resumes stating qualifications of the consultant/firm to provide the services described herein. Include number of years in business, location of office or offices, and names of principals or employees who will complete the service and their resumes and qualifications.

2. References from customers (minimum of five (5) projects from at least two (2) different clients), clients, or owners for whom you have delivered similar services. Experience in Colorado providing similar services to a government entity is preferred. Please provide addresses, phone numbers, and individual contacts for each reference.

- C. Proposed preliminary project schedule
- D. Exhibit A shall be filled out and included in the submission packet.
- E. Completed and signed Non-Collusion Statement found in Exhibit C
- F. Completed Statement of Qualifications form found in Exhibit D
- G. Completed Suspension and Debarment Cert found in Exhibit H (see additional docs on BidNet to download form)
- H. Proposed not-to-exceed fee amount with a breakdown by task item/phase as well as the hourly fee for proposed team members

VI. SCOPE OF SERVICES

- A. Refer to the scope outlined in Exhibit B.
- B. City will be responsible for the following
 - Pay Application Review
 - Change Order Decisions

VII. MEETINGS AND DELIVERABLES

- A. Refer to scope outlined in Exhibit B.
- B. All meetings are to be held at Evans Municipal Building, 1100 37th Street, Evans, CO 80620 unless otherwise noted.

VIII. INSTRUCTIONS TO TEAMS

- A. Additional information - teams may provide any additional information they feel will assist the City in our evaluation of the submitted statement of qualifications.
- B. Questions related to the scope of work should be submitted to Andy Vowell, Procurement and Contract Specialist (avowell@evanscolorado.gov).

City contacts:

Andy Vowell
Procurement and Contract Specialist, MPM
(970) 475-2240
avowell@evanscolorado.gov

Jerry Hubbard
Accounts Payable Clerk
(970) 475-1165
jhubbard@evanscolorado.gov

Kurtis Cunningham
Assistant to the City Manager
(970) 475-2290
kcunningham@evanscolorado.gov

Brian Stone
Community and Economic Development Director
(970) 475-2217
bstone@evanscolorado.gov

Michael Hall
City Planner
(970) 475-1167
mhall@evanscolorado.gov

IX. SELECTION CRITERIA AND METHOD

A. Review and Assessment Criteria

Professional Teams will be evaluated on the following criteria. These criteria will be the basis for reviewing the written statements of qualifications.

The City reserves the right to award directly as a result of the written submissions. If deemed in the best interest of the City, finalist firms may be identified and invited for interviews with City staff. Finalist firms will be given more information regarding the scoring and evaluation process for the interviews, if applicable.

Scope and Plan Approach

- Familiarity with the City of Evans, CO
- Description of quality assurance and quality control program,
- Understanding of the project and objective,
- Description of plan to complete the project with success in mind,

Company and Project Personnel

- Firm-related project experience
- Experience with SB24-174 requirements
- Results of previous projects
- Qualifications of assigned personnel and their experience with similar projects
- Provide a minimum of 5 similar project references from at least 2 separate clients

Schedule

- Provided project schedule must demonstrate firm's ability to complete the Housing Needs Assessment by December 31, 2026 (or the closest reasonable date if 12/31/26 is not feasible) and the Housing Action Plan by January 1, 2028.

Fee

- Provided a proposed not-to-exceed fee amount with a breakdown by task item/phase as well as the hourly fee for relevant team members

B. Reference Evaluation

The Project Manager, or their designee, will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

1. Overall Performance

- a) Would you hire this Professional again?
- b) Did they provide the skills required by this project?
- c) Did they communicate with you in a professional, timely manner?
- d) Was the project a success?

2. Schedule

- a) Was original Scope of Work completed within the specified time?
- b) Were interim deadlines met in a timely manner?

3. Completeness

- a) Was Professional responsive to client needs?
- b) Did Professional anticipate problems?
- c) Were problems solved quickly and effectively?

4. Budget

- a) Was original Scope of Work completed within the project budget?
- b) Were there any change orders to the Scope of Work?

5. Job Knowledge

- a) If a study, did it meet the Scope of Work?
- b) Did the study or plan fully meet the defined Scope of Work and any applicable state statutory or agency (e.g., DOLA) requirements and methodologies?
- c) How effectively did the firm conduct or support public/stakeholder engagement and incorporate input into the final work products?
- d) How well did the firm coordinate with other consultants, City departments, or external agencies (e.g., water providers, neighboring jurisdictions, or concurrent planning efforts) to ensure consistency of assumptions and avoid duplication?
- e) Were problems corrected quickly and effectively?

EXHIBIT A – Request for Proposals Receipt Acknowledgement

Consultant hereby acknowledges receipt of the City of Evans Request for Proposals (RFP) and acknowledges that they have read and agree to be fully bound by all of the terms, conditions, and other provisions set forth in the RFP. Additionally, the Consultant hereby makes the following representations to the City of Evans:

- a. All of the statements and representations made in this submission are true to the best of my knowledge and belief.
- b. I further agree that the method of award is acceptable to my company.
- c. I also agree to complete the proposed Agreements with the City of Evans within ten (10) days of final day of the protest period as noted in the notice of intent to award.
- d. If the contract is not completed and signed within ten (10) business days, City reserves the right to cancel and award to the next highest rated firm.
- e. I acknowledge receipt of _____ addenda.

Firm Name:

Physical Address:

Remit to Address:

Phone:

Authorized Agent of Firm Name:

Signature of Authorized Agent:

Primary Contact for Project:

Title:

Email Address:

Phone:

Cell Phone:

Housing Needs Assessment:

SCOPE OF WORK

This assessment must include the outputs specified below (see CRS 24-32-3702(1)(c)&(d)). These outputs are discussed in greater detail in guidance published by the Department of Local Affairs (DOLA) and are linked [at this link](#).

1. Housing Stock: Estimate existing housing stock within the City of Evans. Depending on whether the scope of the HNA is for a single jurisdiction, or is a regional study, will frame how this statement is formed.

2. Estimate Housing Needs: Estimate housing needs within the City of Evans, sorted by income level and dwelling type which includes accessible units, visitable units, supportive units, for-sale units, and rental units. For definitions of accessible and visitable units see C.R.S 24-32-3701, Definitions.

3. Number of Households: Estimate the number of households within the City of Evans.

4. Jobs by Salary: Estimate the number of jobs within the City of Evans, sorted by annual salary and wage.

5. Allocate Housing Needs: Distribute housing needs across jurisdictions based on job availability and local economic dependencies, among other factors. Local HNAs must report the relevant portion of housing needs identified, per DOLA requirements

6. Displacement Risk: Identify areas with elevated risks of displacement within the City of Evans.

7. Recommended policy and programmatic responses to the findings of the housing needs assessment, including the assessment of displacement risk (CRS 24-32-3702(1)(e)(I)).

8. Water Supply Needs: Estimate water supply needs for existing dwelling units and estimated housing needs, using per capita usage rates identified in consultation with the Department of Natural Resources.

9. Market Limitations: Assess market limitations on the development of all types of housing.

The assessment must include the following baseline data components that must be considered when estimating the required HNA outputs listed above (CRS 24-32-3702(2)). These inputs are discussed in greater detail at this link in the [Housing Needs Assessment Guidelines](#) published by DOLA.

A. Existing and projected housing shortages and surpluses for different household types and income levels, including extremely low-, very low-, low, moderate-, and middle-income households as designated by the United States Department of Housing and Urban Development (HUD).

- B.** Existing housing diversity and stock, capturing the range and types of available housing.
- C.** Current jobs by income level to understand economic conditions and employee housing needs.
- D.** Median income, providing a basis for housing affordability analysis.
- E.** Population change projections, job growth projections, and demographic trends forecasted by the State Demography Office.
- F.** Population and demographics, understanding age, household characteristics, and income, which affect housing needs and affordability.
- G.** Measures of local resources dedicated to affordable housing development.
- H.** Vacancy rates to assess housing availability and utilization.
- I.** Homelessness and housing instability indicating areas of critical need.
- J.** Job-housing balance, including the availability of housing for low-income workers.

Task 1: Information and Data Gathering

1.1 Data gathering for the baseline data components listed above. The consultant will gather data related to housing needs and displacement risk as prescribed by Senate Bill 24-174. When available, the consultant shall use publicly available data to build the HNA.

1.2 The Housing Needs Assessment (HNA) must align with the goals and policies of the City of Evans. The selected consultant will be required to thoroughly review and assess existing plans, codes, policies, studies, and other pertinent documents to ensure that the HNA is fully informed by the ongoing efforts and priorities of the jurisdiction(s). This review will assist in Task 2, ensuring that data collection and community engagement processes are consistent, comprehensive, and not redundant.

The consultant should examine and incorporate a wide range of relevant studies and plans, including, but not limited to:

- Existing Housing Needs Assessments
- Comprehensive Plans
- Zoning Codes, Development Codes, Architectural Design Guidelines, and related regulatory documents
- HUD Consolidated Plans
- Departmental Annual Reports
- Strategic Plans and any other relevant policy or planning documents

This review will ensure the HNA is grounded in the broader planning framework of the jurisdiction(s), contributing to a cohesive approach to addressing housing needs and guiding future development efforts in addition to meeting the requirements of SB24-174.

Task 2: Public Engagement

2.1 Involve residents, employers, and community stakeholders in the HNA process to better understand and articulate the housing challenges and to refine recommendations so they are more attuned to the community's needs. Use a variety of engagement methods to collect a statistically significant and meaningful amount of input. These methods may include, but are not limited to, surveys, micro-surveys, journey mapping, focus groups, one-on-one interviews, as well as gathering feedback at community facilities, public events, or open houses.

2.2 SB 24-174 requires completed HNAs to be presented at a public meeting for input prior to submitting the study to the Department of Local Affairs.

2.3 Proposers shall include the full cost of the public engagement approach described in this Task within their base fee proposal, with a clear breakdown of activities and associated costs. The City reserves the right to perform some or all public outreach and engagement functions internally if it determines that approach is more cost-effective, and to adjust the consultant's scope and fee accordingly.

Task 3: Housing Needs Assessment

3.1 The consultant will review and analyze the data collected in Task 1 and through public outreach to produce a comprehensive HNA, complete with detailed analysis, charts, and maps as applicable. The HNA must fully comply with the requirements of SB24-174 and include the outputs and baseline data specified in earlier sections of this scope.

The HNA should follow the structure outlined in the [SB24-174 methodology provided by the Department of Local Affairs \(DOLA\)](#). This methodology includes suggested tables and formats for presenting data in a manner that meets SB24-174's specifications. The framework will help organize both state-mandated outputs and recommended information into a cohesive and comprehensive HNA. This includes:

- **Demographic Trends:** This section establishes a foundation for understanding shifts in population, household characteristics, and income levels, which directly influence housing demand and needs.
- **Economic Trends:** This section analyzes the relationship between jobs, wages, and housing to assess whether the existing housing supply adequately meets the needs of the workforce.
- **Housing Inventory:** This section examines the condition, variety, and quantity of housing units to identify gaps based on demographic and economic demands.
- **Housing Market Trends and Availability:** This section evaluates how housing market dynamics—such as rental prices, sales patterns, and available supply—affect housing affordability and availability for different income groups and household types.
- **Housing Problems:** This section investigates housing challenges, including cost burden, overcrowding, homelessness, and instability, offering insights into the need for targeted housing programs and addressing unique housing needs.

- **Housing Resources:** This section identifies financial, institutional, and community resources that can support housing programs and contribute to the development, maintenance, and preservation of affordable housing.
- **Housing Development Challenges and Opportunities:** This section explores barriers to housing development, such as regulatory hurdles, costs, and community concerns, as well as opportunities to expand housing production, such as partnerships and land use.
- **Current and Projected Housing Needs:** This section synthesizes data from all other areas to estimate the current and future housing needs across various income levels.

The final HNA document shall be accessible according to Colorado House Bill 21-1110, C.R.S. 24-85-103, which requires that digital communications be accessible to individuals with disabilities.

Task 4: Recommendations

Based on findings included in the Housing Needs Assessment, the consultant will identify barriers and propose policies, programs, and strategies to address the housing needs of residents within the City of Evans. This section is intended to offer preliminary strategies, with a focus on improving housing affordability, accessibility, and stability, laying the groundwork for the development of a future housing action plan (HAP).

Deliverables:

1. Draft Task 1, provide a report for review
2. Final Draft of Task 1
3. Draft Task 2, Public Engagement Plan
4. Draft of Task 3 for review
5. Draft of Task 4 for review
6. Substantially complete draft of Tasks 3 and 4 in a format ready to be submitted to the State of Colorado for compliance review based on SB24-174 and accessibility requirements.
7. Final Draft of Tasks 3 and 4

Certain Elements of the Comprehensive Plan:

In conjunction with the Housing Needs Assessment, the selected consultant shall complete the Water Supply Element and Strategic Growth Element of the Comprehensive Plan in accordance with SB24-174 (C.R.S. §§ 30-28-106 and 31-23-206). Both elements are subject to the December 31, 2026 statutory deadline. Given the compressed timeline, the consultant shall deliver these

elements as close to the statutory deadline as practicable. If the requested deadline is not feasible, proposers must clearly state an anticipated completion date in their submission.

Guidelines and compliance tools are provided in:

- **Exhibit F** – Water Supply Element Compliance Rubric
- **Exhibit G** – Strategic Growth Element Checklist

The City is concurrently advancing two related water-planning efforts:

1. Water Master Plan (RFP#FY26-009) – focused on distribution-system demand analysis and projections.
2. Integrated Water Efficiency and Drought Readiness Plan (INTERA Work Order under the On-Call Water Resources Engineering Services Agreement) – focused on conservation policies, efficiency measures, drought readiness, and supply reliability.

The selected consultant shall coordinate with both efforts (City staff will provide contact information) to obtain and utilize available data, analyses, per-capita usage rates, conservation policies, and other relevant information. The consultant shall not duplicate distribution demand modeling, hydraulic analysis, efficiency planning, or drought-planning work already under contract. Coordination is required to ensure consistency of assumptions and full compliance with the Water Supply Element statutory requirements (consultation with water providers, inclusion of water conservation policies, and estimation of the range of water supplies and facilities needed to support development described in the Comprehensive Plan).

A brief Coordination Memorandum documenting data exchanges and key decisions shall be included as an appendix to the final Water Supply Element and HNA.

Housing Action Plan:

The Housing Action plan will be conducted following the completion and approval of the Housing Needs Assessment by the City Council for the City of Evans and approval by the Colorado Department of Local Affairs (DOLA).

SCOPE OF WORK

This assessment must include the outputs specified below (see CRS 24-32-3705(3). Additional guidance is available in the [Affordability and Displacement Mitigation Strategies Directory](#).

A housing action plan must include the following baseline components:

(a) A summary report of the local government's progress towards addressing the findings of the applicable housing needs assessment within the local government's jurisdiction. The summary report must include the number of dwelling units constructed or permitted in the local government's jurisdiction during the preceding six years, if such information is available.

(b) A description of how the local government's housing action plan addresses the allocation of regional housing needs to the local government in any applicable regional housing needs assessment.

(c) An assessment of the effect of existing zoning and density permitted in the local government's jurisdiction on the development of the number and types of dwelling units identified in the applicable housing needs assessment.

(d) A plan to promote the equitable and efficient development of the number and types of dwelling units identified through any applicable housing needs assessment as necessary to satisfy housing needs in the local government's jurisdiction at different income levels, including extremely low-, very low-, moderate-, and middle-income households as designated by the United States Department of Housing and Urban Development [HUD], subject to the availability of adequate public facilities, public services, and water supply;

(e) Locally-appropriate goals, strategies, and actions for promoting the production and preservation of affordable housing development and regulated affordable housing, including at least two strategies included in the Standard Affordability Strategies Directory described in section 24-32-3706 (1) and one strategy included in the Long Term Affordability Strategies Directory described in section 24-32-3706 (2) that are selected to address the demonstrated housing needs in the local government's jurisdiction and are suitable for the jurisdiction or, if the local government participated in a regional housing needs assessment, the demonstrated housing needs of the applicable region and any regional housing needs allocated to the local government;

(f) A narrative analysis of any area or community that the local government has identified as being at elevated risk of displacement and a plan to mitigate displacement in that area or community, including the identification of at least one displacement mitigation strategy included in the Displacement Risk Mitigation Strategies Directory described in section 24-32-3706 (4) that the local government selects to address the findings of the local government's narrative analysis and is suitable for the jurisdiction;

(g) A plan for the legislative consideration for adoption of the strategies identified in subsections (3)(e) and (3)(f) of this section;

(h) Any recommended changes to local laws affecting zoning and density in the local government's jurisdiction before the local government conducts the next housing action plan;

(i) An analysis of opportunities to achieve the development of higher-density and regulated affordable housing within a reasonable distance of major transit stops in the jurisdiction;

(j) A narrative description of the public outreach and engagement process for the housing action plan; and

(k) A description of opportunities for intergovernmental coordination to address local and regional housing needs and any such intergovernmental coordination efforts undertaken by the local government.

Task 1: Information and Data Gathering

1.1 Data gathering for the baseline data components listed above within the City of Evans. The consultant will gather data related to affordable housing-related actions and displacement risk as prescribed by C.R.S § 24-32-3705.

1.2 The selected consultant will be required to thoroughly review the relevant Housing Needs Assessment and assess existing plans, codes, policies, studies, and other pertinent documents to ensure that the Action Plan is fully informed by the ongoing efforts and priorities of the City of Evans. This review will assist in Task 2, ensuring that data collection and community engagement processes are consistent, comprehensive, and not redundant.

The consultant should examine and incorporate a wide range of relevant studies and plans, including, but not limited to:

- Existing Housing Needs Assessments
- Existing Housing Actions Plans
- Comprehensive Plans
- Zoning Codes, Development Codes, Architectural Design Guidelines, and related regulatory documents
- HUD Consolidated Plans
- Departmental Annual Reports
- Strategic Plans, Transportation Plans, other Housing Plans, and any other relevant policy or planning documents

This review will ensure the HNA is grounded in the broader planning framework of the City of Evans, contributing to a cohesive approach to addressing housing needs and guiding future development efforts in addition to meeting the requirements of C.R.S § 24-32-3705.

Task 2: Public Engagement

2.1 Housing action plans must be created through an inclusive process with public outreach and engagement throughout the process, including outreach to and engagement of communities at risk of displacement and consideration for participation by persons unable to attend meetings in person or at the local government's regular meeting times. As described in the Scope of Work section above, a narrative description of the public outreach and engagement process for the housing action plan. This narrative should describe and detail the engagement process, with documentation of how the process is compliant with the statutory requirements.

2.2 Proposers shall include the full cost of the public engagement approach described in this Task within their base fee proposal, with a clear breakdown of activities and associated costs. The City reserves the right to perform some or all public outreach and engagement functions internally if it determines that approach is more cost-effective, and to adjust the consultant's scope and fee accordingly.

Task 3: Housing Action Plan

3.1 The consultant will review and analyze the data collected in Task 1 and through public outreach to produce a comprehensive LHAP, complete with detailed analysis, charts, and maps as applicable. The LHAP must fully comply with the requirements of C.R.S § 24-32-3705 and include the outputs and baseline data specified in earlier sections of this scope.

The LHAP should follow the structure outlined in the methodology provided by the Department of Local Affairs (DOLA). This methodology includes suggested tables and formats for presenting data in a manner that conforms to C.R.S § 24-32-3705 requirements. The framework will help organize both state-mandated outputs and recommended information into a cohesive and comprehensive LHAP. The factors identified in the accepted HNA should include Demographic Trends, Economic Trends, Housing Inventory, Housing Market Trends and Availability, Housing Problems, Housing Resources, Housing Development Challenges and Opportunities and Current and Projected Housing Needs.

Housing Action Plans require additional analysis for Displacement Risk Mitigation and Affordable Housing Strategies. The consultant must work with the City of Evans to select a total of three affordable housing strategies and one displacement mitigation strategy from the menu contained in C.R.S § 24-32-3706. The jurisdiction may also create its own alternative strategies, subject to approval by the Department of Local Affairs. Guidance for [displacement strategies](#) is provided on the Affordability and Displacement Mitigation Strategies Directory page.

The final LHAP document shall be accessible according to Colorado House Bill 21-1110, § C.R.S. 24-85-103, which requires that digital communications be accessible to individuals with disabilities.

Based on findings included in the Housing Action Plan, the consultant will develop and propose policies, programs, and strategies to address the housing needs of residents within the City of Evans. This section is intended to offer final strategies and actions, with a focus on improving housing affordability, accessibility, and stability, laying the groundwork for ongoing housing planning, benchmarking of progress and legislative goals for the creation of affordable housing and displacement risk mitigation.

Deliverables:

1. Draft Task 1, provide a report for review
2. Final Draft of Task 1
3. Draft Task 2, Public Engagement Plan
4. Draft of Task 3 for review
5. Substantially complete draft of Task 3 in a format ready to be submitted to the State of Colorado for compliance review based on C.R.S § 24-32-3705 and accessibility requirements.
6. Final Draft of Task 3

EXHIBIT C – Non-Collusion Statement
NON-COLLUSION STATEMENT

_____, being first duly sworn, deposes and says that:

- (1) He is the _____ of
(owner, partner, officer, representative or agent)
_____, the
(Company's Name)
proposer that has submitted the attached statement of qualifications;
- (2) He is fully informed respecting the preparation and contents of the attached statement of qualifications and of all pertinent circumstances respecting such submission;
- (3) Such statement of qualifications is genuine and is not collusive or a sham;
- (4) Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham statement of qualifications in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any unlawful agreement any advantage against the City of Evans or any person interested in the proposed contract; and

Signed: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public in and for Colorado
My Commission expires: _____

EXHIBIT D - STATEMENT OF QUALIFICATIONS

Housing Needs Assessment and Housing Action Plan

Qualifications of _____ (hereinafter called proposer), doing business as * _____ organized and existing under the laws of the State of _____, to the City of Evans (hereinafter called CITY).

In compliance with your Request for Proposals, proposer hereby proposes to perform all work for the **Housing Needs Assessment and Housing Action Plan** in strict accordance with contract documents, within the time set forth therein, and at prices stated below.

By submission of this statement of qualifications, each submitter certifies, and in cases of a joint proposal, each party hereto certifies as to their own organization, that this submission has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this submission with any other proposer or with any competitor.

Proposer acknowledges receipt of the following Addendum:

Proposal shall include all applicable taxes and fees.

Proposer agrees to perform all work described in the contract documents.

*** Insert "a Corporation", "a Partnership", or "an Individual" as applicable.**

EXHIBIT E – Professional Services Agreement

City of Evans, Colorado
SERVICE AGREEMENT
FOR PROFESSIONAL SERVICES BY
INDEPENDENT CONTRACTOR

THIS AGREEMENT is made and entered into this **FILL IN** day of **FILL IN**, by and between the City of Evans, State of Colorado (hereinafter referred to as the "City"), and **FILL IN** (hereinafter referred to as "Consultant").

RECITALS:

WHEAREAS, City requires professional services for the **PROJECT** (hereinafter referred to as "Project").

WHEREAS, City issued a Request for Proposals which are the subject of this Agreement; and

WHEREAS, Consultant has held itself out to the City as having the requisite qualifications and experience to perform all or part of the Services required.

WHEREAS, City desires to contract with Consultant subject to the following "**Terms and Conditions**" of this Agreement..

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the CITY professional services as indicated in the following terms and conditions.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A (RFP Packet)**, which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The CITY shall provide CONSULTANT with reports and such other data as may be available to the CITY and reasonably required by CONSULTANT to perform hereunder. No project information shall be disclosed by CONSULTANT to third parties without prior written consent of the CITY or pursuant to a lawful court order directing such disclosure. All documents provided by the CITY to CONSULTANT shall be returned to the CITY. CONSULTANT is authorized by the CITY to retain copies of such data and materials at CONSULTANT's expense.

III. OWNERSHIP OF INSTRUMENTS OF SERVICE

The CITY acknowledges that the CONSULTANT's documents are an instrument of professional service. Nevertheless, the documents prepared under this Agreement, followed by complete payment to the CONSULTANT shall become the property of the CITY upon completion of the services. Any reuse of the CONSULTANT's documents is at the CITY's own risk without liability to the consultant.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant on a time and materials basis in an amount not to exceed **COST WRITTEN OUT (\$XXXXXX.00)**. The CITY agrees to pay and the CONSULTANT agrees to accept as full payment for all work done and all materials furnished and for all costs and expenses incurred in performance of the work the sums set forth for the hourly labor rate and material costs, with markups, stated within the Bid Schedule Proposal Form, attached hereto as **Exhibit C**, and incorporated herein by this reference. Payment shall be made by the City only upon acceptance of the work by the CITY and upon the CONSULTANT furnishing satisfactory evidence of payment of all wages, taxes, supplies and materials, and other costs incurred in connection with the performance of such work.

B. CONSULTANT may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by CONSULTANT under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the CITY.

1. All invoices, including CONSULTANT's verified payment request, shall be submitted by CONSULTANT to the CITY no later than the twenty-fourth (24th) day of each month for payment, pursuant to the terms of this Agreement. In the event CONSULTANT fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment, pursuant to said late invoice, until the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice, as provided by this Agreement. No payment shall be due on the portion of any invoice for which the CITY has requested clarification unless and until 30 days after clarification satisfactory to the CITY has been provided by CONSULTANT.

C. The CITY has the right to ask for clarification on any CONSULTANT invoice after receipt of the invoice by the CITY.

D. In the event payment for services rendered has not been made within forty-five (45) days from the timely receipt of the invoice for any uncontested billing, interest will accrue at the rate of twelve percent (12%) per annum compounded annually. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, CONSULTANT may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, CONSULTANT may terminate this Agreement. Upon receipt of payment in full for services rendered, CONSULTANT will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the CITY) required by this Agreement have been turned over to and approved by the CITY and upon receipt by the CITY of CONSULTANT's written notification that services required herein by CONSULTANT have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF SERVICES

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, as outlined in section XII, below, the Project shall be complete once Consultant furnishes the City the specified deliverables, as provided in **Exhibit A**.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by written amendment executed by the CITY. If CONSULTANT proceeds without such written authorization, then CONSULTANT shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of the CITY shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. CONSULTANT hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.

B. The services performed by CONSULTANT shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community.

C. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the CITY for any loss suffered by the CITY caused by errors and omissions which fall below the standard of professional practice, if any. This reimbursement is separate and apart from an indemnification listed in Paragraph IX.

D. Approval by the CITY of drawings, designs, specifications, reports and incidental services or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for technical adequacy of the services. Neither the CITY's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONSULTANT shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. COMPLIANCE WITH LAW

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

IX. INDEMNIFICATION

INDEMNIFICATION – GENERAL: The CITY cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the CONSULTANT or any other person or entity whatsoever, for any purpose whatsoever. To the extent allowable under C.R.S. Section 13-50.5-102(8), the CONSULTANT shall defend, indemnify and hold harmless the CITY, its mayor and City council, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, to the extent they resulted from the negligent acts, errors and/or omissions of by the CONSULTANT, its employees, agents or subconsultants, or others for whom the CONSULTANT is legally liable, under this Agreement; provided, however, that the CONSULTANT need not indemnify or save harmless the CITY, its mayor and City council, its officers, agents and employees from damages resulting from the sole negligence of the CITY's mayor and City council, officials, officers, directors, agents and employees.

X. INSURANCE

A. CONSULTANT agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by CONSULTANT, pursuant to Section IX, Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. CONSULTANT shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX, Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

B. CONSULTANT shall procure and maintain and shall cause any subconsultant of CONSULTANT to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the CI. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each claim, Five Hundred Thousand Dollars (\$500,000) disease - policy limit, and Five Hundred Thousand Dollars (\$500,000) disease - each employee.
2. Commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate. 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, products and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement.
4. The policy required by Paragraph 2, above shall be endorsed to include the City, the City's officers, and its employees as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Worker's Compensation, and any insurance carried by the City, its officers, and its employees shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by Paragraph 2, above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.
5. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled or terminated until at least thirty (30) days' prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Evans
1100 37th Street
Evans, Colorado 80620-2036
Attn: Safety and Risk Management

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.
7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. The Parties hereto understand and agree that the City, its officers and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently Three Hundred Fifty Thousand Dollars (\$350,000) per person and Nine Hundred Ninety Thousand Dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101,

et seq., as from time to time amended, or otherwise available to the City, its officers or its employees.

XI. NONASSIGNABILITY

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate at such time as the services in Section I are completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days' advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all services previously authorized and completed prior to the date of termination. If, however, the Consultant has substantially or materially breached the standards and terms of this Agreement, the CITY shall have any remedy or right of set-off available at law and equity. If, however, the City has substantially or materially breached the standards and terms of this Agreement, the Contractor shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the CITY thereafter shall be at the CITY's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the CITY. Upon disclosure of any such personal or private interest, the CITY shall determine if the interest constitutes a conflict of interest. If the CITY determines that a conflict of interest exists, the CITY may treat such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Weld, State of Colorado.

XV. INDEPENDENT CONTRACTOR

A. Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

B. Disclosure: Consultant is not entitled to workers' compensation benefits, unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some other entity, and Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement for Professional Services by Independent Contractor.

XVI. NO WAIVER

Delays by the City in enforcement of this Agreement or the waiver by the City of any one or more defaults or breaches of this Agreement by the Consultant shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XVII. GOVERNMENTAL IMMUNITY

The City and Consultant recognize and acknowledge that the CITY is a Colorado municipality and is entitled to certain protections under the Colorado Governmental Immunity Act ("CGIA"), Sections 24-10-101, et seq., Colorado Revised Statutes. By entering into the Agreement, the City does not waive and does not intend to waive any of the immunities or other protections afforded to it by the CGIA.

XVIII. ENTIRE AGREEMENT

This Agreement and the attached **Exhibits A-C** are the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

XIX. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first-class United States mail, addressed as follows:

The City: City of Evans
Attn: City Manager
1100 37th Street
Evans, Colorado 80620-2036

Consultant: **VENDOR ADDRESS**

XX. EFFECTIVE DATE AND EXECUTION

This Agreement shall become effective following execution by both Consultant and City. This Agreement may be executed in counterparts, including by facsimile or electronically, each of which shall be considered an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate, as of the date first written above.

CITY OF EVANS, COLORADO

By: _____
RELEVANT CITY APPROVER

ATTEST:

Julie Barnett, City Clerk (Or relevant Department Contact)

APPROVED AS TO FORM:

Ed Bull, City Attorney

APPROVED AS TO SUBSTANCE:

Cody R. Sims, City Manager

CONSULTANT

By: _____

Name: _____

Title: _____